

***United States Court of Appeals
for the
District of Columbia Circuit***



**TRANSCRIPT OF
RECORD**

TRANSCRIPT OF RECORD.

Court of Appeals, District of Columbia

JANUARY TERM, 1900.

No. 966.

5

BERNARD CAMPBELL, APPELLANT,

vs.

JAMES E. DEXTER.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

FILED JANUARY 31, 1900.

COURT OF APPEALS OF THE DISTRICT OF COLUMBIA.

JANUARY TERM, 1900.

No. 966.

BERNARD CAMPBELL, APPELLANT,

vs.

JAMES E. DEXTER.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

INDEX.

	Original.	Print.
Caption	<i>a</i>	1
Bill	1	1
Amendment to bill	6	4
Answer of James E. Dexter	7	5
Exhibit A—Letter from J. E. Dexter to Secretary of State.....	14	9
B—Assignment of Campbell to Dexter	15	9
C—Assignment of Campbell to Dexter.....	15	9
Answer to amended bill.....	17	10
Joinder in issue.....	18	11
Joinder in issue upon answer to amendment to bill.....	18	11
Leave to file cross-bill ...	19	11
Cross-bill.....	20	12
Answer to cross-bill.....	33	19
Bill dismissed as to defendant Quinn... ..	42	24
Joinder in issue upon answer to cross-bill.....	43	24
Testimony on behalf of complainant.....	44	25
Testimony of Bernard Campbell.....	44	25
Mrs. Mary Murphy.....	73	39
Robert W. Parkhill.....	80	43
Richard McGinis.....	83	44
John Murphy....	85	45
John J. Hurley	88	47
John Murphy (recalled).....	96	51
Corrections in testimony of Bernard Campbell	97	52

	Original.	Print.
Exhibit Campbell No. 1—Postal card from Dexter to Campbell, October 4, 1897.....	101	53
No. 2—Letter from Moore to Campbell, May 2, 1898.....	102	54
No. 3—Document No 73, 55th Congress, 2d session	103	54
No. 4—Letter from Branagan to Campbell, June 27, 1898.	104	71
No. 5—Envelope containing letter	104	71
Testimony on behalf of defendant.....	105	71
Testimony of James E. Dexter.....	105	71
Henry J. Kintz.....	130	84
William H. Michael.	133	86
Memorandum as to defendant's exhibits....	138	89
Defendant's Exhibit H—Certificate of Secretary of State.	139	89
Letter of J. E. Dexter to Secretary of State..	140	89
Assignment of Campbell to Dexter.	140	89
Assignment of Campbell to Dexter	140	90
Defendant's Exhibit J—Certificate of Secretary of State.....	142	90
Notice and affidavit of Bernard Campbell	143	91
Letter of W. R. Day to Bernard Campbell, July 8, 1898	145	91
Deposition of George C. Ellison..	146	92
Decree	153	95
Appeal; penalty of bond on appeal fixed	155	97
Memorandum: Appeal bond filed.....	155	97
Citation	156	97
Direction for preparation of transcript	157	98
Clerk's certificate	158	98

In the Court of Appeals of the District of Columbia

BERNARD CAMPBELL, Appellant, }
vs. } No. 966.
JAMES E. DEXTER.

a Supreme Court of the District of Columbia.

BERNARD CAMPBELL }
vs. } Original Bill.
JAMES E. DEXTER ET AL. }
JAMES E. DEXTER }
vs. } Cross-bill.
BERNARD CAMPBELL. }

No. 19739. Equity.

UNITED STATES OF AMERICA, } ss :
District of Columbia,

Be it remembered that in the supreme court of the District of Columbia, at the city of Washington, in said District, at the times hereinafter mentioned, the following papers were filed and proceedings had in the above-entitled cause, to wit :

1 Bill to Cancel Assignment of Part of Claim against Republic of Hayti.

Filed September 15, 1898.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant, }
vs. } In Equity. No. 19739,
JAMES E. DEXTER and ABIGAIL L. QUINN, } Docket —.
Respondents.

To the supreme court of the District of Columbia, holding an equity court :

The plaintiff states as follows :

1. He is a citizen of the United States and of the State of New Jersey, and resides at Little Ferry, in Bergen county, in said State, and brings this suit in his own right.

2. The defendant James E. Dexter is a citizen of the United States and of the District of Columbia, residing at number 453 C street N. W., in the city of Washington, and the defendant Abigail L. Quinn is a citizen of the United States and of the State of South

Dakota, and resides at Sioux Falls therein, and are sued as hereinafter set forth.

3. That your complainant, having a claim for damages for personal injuries against the Republic of Hayti which the United States of America, through its Department of State, was pressing for a settlement, was sought out by the said James E. Dexter, who represented that he could materially aid in bringing the said claim to a successful adjustment, and importuned your complainant to engage him in the matter, saying that he was confident that he could induce our Government to stand out for and compel the said Republic of Hayti to pay the sum of \$100,000, which was the sum your complainant demanded and which our said Government had represented to the said Republic of Hayti would be but adequate compensation for personal injuries received by your complainant. Then at the same time the said James E. Dexter urged upon your complainant to take a room in his residence, and that he would from time to time advance your complainant such sums of money as he might require for his personal needs, and exacted of your complainant for a security for what he proposed to do of an assignment of an interest of \$500.00 in the said claim. To this said demand your complainant acceded. This took place in the month of January of this year, whereupon the said James E. Dexter drew up an assignment in his favor for said sum, and your complainant signed the same. This paper having been lost, as said defendant, represented, he, on February 17, 1898, drew one to replace it. Whilst your complainant was so residing with the said defendant, James E. Dexter, he was induced by his repeated urgencies and solicitations that he would bring influences to bear upon our Government that would insure your complainant obtaining the full amount of his claim, and procured on March 18, 1898, from your complainant another assignment for a like sum, as his compensation in that direction; that on the matter of the first assignment the said Dexter advanced your complainant, from time to time, small sums of money amounting to \$102.00, and your complainant roomed in the residence of the said defendant for a little over five months, for which there was no stipulated charge, but which your complainant is willing to allow the said defendant the sum of \$60.00; that towards the matter of the second assignment nothing was ever done by the said defendant. The Department of State of the United States, acting on its own motion as to what sum would satisfy this Government in this international affair, informed your complainant on the 2nd of May of this year that it had accepted the sum of ten thousand (\$10,000) dollars in full satisfaction of said claim upon the said Republic of Hayti. It was understood and agreed between your complainant and the said defendant that these assignments were not to be filed in the said Department of State until the claim should have been allowed for the sum of \$100,000. Your complainant immediately on receiving information that our Government had accepted a settlement of same, but for the sum of \$10,000, informed the said Dexter of the fact and demanded of him the surrender of said assignments, and informed the said Dexter

that he was ready and willing to give \$2.00 for ever- one that he had loaned him and one hundred dollars for the rent of room, which was double its value. This proposition the said Dexter declined, and a few days subsequently filed the said assignments in the Department of State; that the said Department of State, upon the *the* written protest of your complainant, has refused to recognize the said assignments and has retained in its custody of the first installment on account of said claim the sum of \$1,000, and has
4 informed your complainant that it will not pay either to your complainant or to the said Dexter until the controversy is either compromised or judicially settled. The Department of State also informs your complainant that the said defendant, Dexter, by paper-writing bearing date June 13, 1898, made an assignment of an interest of \$250.00 of his said alleged share of the said claim to the said defendant, Abigail L. Quinn. Who she is or whether any consideration passed from her to him for the said assignment your complainant does not know.

Wherefore, the premises considered, your complainant prays:

1st. That the said defendant, James E. Dexter, may be restrained and perpetually enjoined from setting up any further title or interest in the aforesaid assignments than the sum of \$162.00.

2nd. That the said defendant, Dexter, be required to surrender them to your complainant upon payment of the said \$162.

3rd. To answer fully, on oath, all circumstances upon which the said assignment to the said defendant, Abigail L. Quinn, was made and how it came to be filed and who filed it, as aforesaid.

4th. That if it should be proved to the satisfaction of the court that the said Abigail L. Quinn is an innocent holder for valuable consideration of the said assignment for \$250.00 that the said sum of \$162.00 be appropriated, diverted, and applied towards the satisfaction thereof; your complainant submitting that he would pay the balance.

5th. That the said defendants be restrained and perpetually enjoined from receiving any part of said sum of one thousand
5 dollars retained, as aforesaid, and from making any assignment or assignments of the whole or any part of the sums of money expressed in said paper-writings.

6th. That the writ of subpœna may issue, directed to the said defendants, commanding them to answer the exigency of this bill.

7th. That your complainant may have such other and further relief in the premises as the nature of this case may entitle him to.

BERNARD CAMPBELL.

The defendants of this bill are James E. Dexter and Abigail L. Quinn.

DANIEL O'C. CALLAGHAN,
Solicitor for Complainant.

DISTRICT OF COLUMBIA, ss:

I do solemnly swear that I have read the bill by me subscribed and know the contents thereof, and that the facts therein stated

upon my personal knowledge are true, and those stated upon information and belief I believe to be true.

BERNARD CAMPBELL.

Subscribed and sworn to before me this 15th day of September, A. D. 1898.

J. R. YOUNG, *Clerk*,
By R. J. MEIGS, JR., *Ass't Cl'k*.

6

Amendment to Original Bill.

Filed June 30, 1899.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant,	} Equity. No. 19739, Docket 45.
<i>vs.</i>	
JAMES E. DEXTER and ABIGAIL L. QUINN, Respondents.	

And now comes the complainant, and by leave of the court first had and obtained amends his original bill filed in this cause on the 15th day of September, 1898, by adding immediately after the end of the 3rd paragraph of said original bill the following, to wit:

4. The complainant further states that each and all of the said alleged assignments were obtained by said defendant, Dexter, from complainant by undue influence exerted by said defendant, Dexter, over complainant while complainant was from sickness and infirmities in a state of great mental weakness; and your complainant further says that while the defendant Dexter induced complainant to execute the said three several alleged assignments by his representations and promises, as aforesaid, and while complainant was in the weak mental condition as hereinbefore set forth, yet the said Dexter has never rendered any services whatever to your complainant in aid of his said claim, and has advanced and paid to complainant only the sums of money hereinbefore set forth, and there has been a failure of consideration for said alleged assignments, except the grossly inadequate consideration of one hundred and two
7 dollars (\$102.00) and a reasonable value for the use of the said room.

BERNARD CAMPBELL.

BERNARD CAMPBELL,
By his solicitors, A. H. O'CONNOR AND
CHAPIN BROWN.

Separate Answer of James E. Dexter.

Filed November 2, 1898.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant,	}	In Equity. No. 19739.
<i>vs.</i>		
JAMES E. DEXTER and ABAGAIL C. QUINN, Respondents.		

The separate answer of the defendant James E. Dexter to the original bill of complaint herein.

This defendant, now and at all times hereafter saving and reserving unto himself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in the said complainant's said original bill of complaint contained, for answer thereunto, or so much and such parts thereof as this defendant is advised is or are material or necessary for him to make answer unto, this defendant, answering, saith :

1. He admits the averments contained in the first and second paragraphs of said bill.

2. For answer to the third paragraph of said bill, this defendant admits that the complainant had a claim for damages for
8 personal injuries against the Republic of Hayti which the United States of America, through its Department of State, was pressing for a settlement, and which it did, on or about the second day of May of this year, settle for the sum of ten thousand dollars, which settlement has been accepted and ratified by the complainant, but this defendant expressly denies that he at any time sought out the complainant and represented or stated that he could materially aid in bringing the said claim to a successful adjustment, or that he importuned the complainant to engage him in the matter. This defendant expressly denies that he said or stated to the complainant or any one for him that he, this defendant, could induce or in any way influence the Government of the United States to stand out and compel the said Republic of Hayti to pay the sum of one hundred thousand dollars or any other sum ; and this defendant denies that he urged upon the complainant to take a room in his residence or offered to advance complainant money as he might require for his personal needs, or that he exacted any security from the complainant for moneys advanced. This defendant expressly denies that the said complainant ever assigned to this defendant any interest in the said claim as security for moneys advanced or paid out by this defendant for the complainant, as is alleged in said paragraph 3 of said bill of complaint. On the contrary, this defendant alleges the facts in relation to the making and delivery of the assignments mentioned in said bill of complaint to be as follows—that is to say : Some time in the winter of 1895 and 1896 the complainant called at the office of this defendant, at 453 C

street northwest, in the city of Washington, and stated to this defendant that he had a claim for \$100,000 against the government of Hayti and asked this defendant to loan him some money on the credit of this claim, and after hearing what the complainant had to say this defendant refused to make such loan. The complainant called several times during the months following and solicited a loan of money from defendant, which he said he was very much in need of. After one of these interviews, about September 21, 1896, the complainant wrote a letter to this defendant, in which he says: "I understood that you were unwilling to advance any money on my claim," and then proposed to sell this defendant one-tenth of the claim. This proposition was also refused, and afterwards, December 2nd, 1897, the complainant again wrote to this defendant, saying: "I beg to ask you if you can help me, as I very much need \$50.00, and it would be an obligation and worth \$300.00 to me at this time." This offer was also declined. Later, in the winter of 1897, the complainant came to this defendant in great distress for food and clothing and offered to sell to this defendant \$500.00 of any amount that should be allowed him by the Republic of Hayti upon said claim if defendant would pay him therefore the sum of \$50.00. The claim at that time had not been settled or adjusted, nor, so far as this defendant was or is advised, had there been any intimation that any sum would be paid or allowed upon this claim. This defendant said to the complainant that if he finally secured ten or fifteen thousand dollars upon the claim it would probably be all that he would recover; but this defendant had no knowledge of the status of said claim at the time or the probabilities of its payment other than those possessed by the complainant, but in consideration of the complainant's great need this defendant did thereafter, in December, 1897, or January, 1898, purchase for the sum of \$50.00 an assignment of \$500.00 of said claim, and received therefore a good and valid assignment thereof from said complainant, and it was expressly understood that said assignment should be filed in the office of the Secretary of State, and that the payment of \$500.00 should be made to this defendant from and out of the fund paid into the department upon the said claim of the complainant against the Republic of Hayti. Later, on or about the 18th day of March, 1898, the said complainant again came to the said defendant in great need and offered to assign another \$500.00 of said claim for another \$50.00. The claim was still unsettled, but at the earnest solicitation of the complainant and to aid him this defendant did purchase another assignment of \$500.00 and paid the complainant therefore the sum of \$50.00; that on or about the 17th day of February, 1898, this defendant discovered that he had lost the first assignment made, and the same has never been found. This defendant stated to the complainant that he had lost the same, and thereupon another assignment was made, dated February 17th, 1898, in lieu of the first assignment and executed by said complainant and delivered to this defendant; that all of these assignments were read over and executed by the said complainant and the complainant had full knowl-

edge and it was the understanding and agreement between the complainant and the defendant that said assignments and each of them should and did convey to the defendant unconditionally the sum of \$500.00 each of said claim; that the consideration for said assignments was, as stated, the payment of \$50.00 for each assignment, and no more, because at that time it was

11 wholly uncertain whether or not the claim of the complainant against the Republic of Hayti would be allowed in whole or in part, and the complainant was wholly insolvent and unable to get money for his living expenses; that after the allowance of said claim this defendant met the complainant and was told that said claim had been allowed, and defendant said to the complainant that he would file his assignments with the Secretary, and the complainant stated that it would be all right and they would be paid as soon as the remittance was received by the State Department. Thereupon, on or about the 19th day of May, 1898, this defendant transmitted to the Secretary of State the assignment of March 18, 1898, and the duplicate assignment of February 17, 1898, for record. A copy of the letter transmitting said assignments is hereto attached, marked Exhibit "A," and also a copy of the assignments marked Exhibits "B" and "C," which are made a part of this answer. This defendant denies that he did at any time make any representations to the complainant to induce him to make said assignments or either of them, but, on the contrary, alleges the facts to be that said assignments were made at the earnest solicitations of the complainant to aid him in times of great financial distress, and were made for the amounts stated, because the claim of the complainant against the Republic of Hayti was entirely uncertain and unadjusted, and as inducement to this defendant to pay said sums of money to the complainant; that both transactions were entered into in good faith and for a valuable consideration, and this defendant is justly and equitably entitled to the sums assigned by said assignments and now on deposit with the Department of State.

12 Further answering said second paragraph of said bill, this defendant says that after the allowance of said claim of the complainant, and while the department was waiting remittance of the first payment thereon from the Republic of Hayti, this defendant sold and assigned to the defendant Abigail C. Quinn, for the sum of \$250.00 in cash, which was paid to this defendant, an equal amount, namely, \$250.00, of defendant's interest in said fund, and this defendant, in writing bearing date June 13, 1898, duly assigned to said defendant, Abigail C. Quinn, \$250.00 of the moneys coming to him from the State Department out of said sum in payment of the \$250.00 paid to this defendant, and said assignment was and is for a good and the full consideration named, and the sum is justly due and payable to the said defendant, Abigail C. Quinn.

Further answering, this defendant says:

That in the month of January, 1898, the complainant came to this defendant's office, this defendant being a practicing physician, stating that he was not well and was greatly disturbed nights in the place where he was rooming, and that he was very uncomfortable.

This defendant observed that the complainant was suffering physically and offered him a room in the defendant's house, which was quiet and warm, and the complainant accepted the offer, and on or about January 18, 1898, the complainant came to this defendant's house and occupied a room until he left the city during the present summer, and some of his clothing is still in the room at defendant's house; that this defendant at various times prescribed for the ailments of the complainant, and also loaned him small sums of money for personal and traveling expenses; that defendant
 13 did this because of the extreme need of the complainant and to enable him to remain in Washington and attend to the prosecution of his said claim; that this defendant has said to the complainant that he could reimburse this defendant for the said room rent, medical attendance, and moneys loaned him for personal and traveling expenses, and this defendant denies that he was to have any lien upon or claim against the fund in the hands of the Secretary of State on account of room rent, professional services, or moneys loaned as aforesaid, but says that the same were only personal matters between the complainant and this defendant as herein stated.

This defendant denies each and ever- allegation of the said complainant's bill of complaint not herein specifically admitted which states directly or inferentially that the said assignments or either of them from the complainant to this defendant, copies of which are hereto attached as Exhibits "B" and "C," were not or were not intended to be absolute and perfect assignments of that portion of said fund in the hands of the Secretary of State described in said assignments.

And having fully answered, this defendant prays to be hence dismissed, etc.

J. E. DEXTER, *Defendant.*

CHAS. W. NEEDHAM,

Solicitor for the Defendant.

DISTRICT OF COLUMBIA, ss :

Before me, the undersigned person, appeared James E. Dexter, —, being by me first duly sworn, on oath says that he has read the foregoing answer by him subscribed and knows the contents thereof, and that the same is true of his own knowledge ex-
 14 cept as to the matters therein stated to be upon information and belief, and as to those matters he believes it to be true.

In witness whereof I have hereunto set my hand and notarial seal this first day of November, A. D. 1898.

AYLETT T. HOLTZMAN,

Notary Public.

[SEAL.]

EXHIBIT "A."

To the honorable Secretary of State, United States of America.

SIR: I have the honor to transmit to you two assignments made by Bernard Campbell to James E. Dexter. One assignment is for five hundred dollars (\$500), bearing date February 17th, 1898, the second assignment also for (\$500) five hundred dollars, bearing date March 18th, 1898.

These assignments I desire to have filed in the Department of State and copies of the same returned to me.

Yours truly,

JAMES E. DEXTER,

#453 C St. N. W., Washington, D. C.

May 19th, 1898.

15

EXHIBIT "B."

Know all men by these presents that I, Bernard Campbell, of the city of Washington, District of Columbia, United States of America, in consideration of one dollar in hand received and other valuable considerations, do hereby assign an interest of five hundred dollars (\$500) in the claim of Bernard Campbell against the government of Hayti, now pending in the Department of State, to James E. Dexter, of the city of Washington, D. C.

Said five hundred dollars to be paid without charges of any nature when the said claim is paid by Hayti and disbursed by the State Department of the United States.

The Secretary of State of the United States is hereby authorized and requested to pay said five hundred dollars to the said James E. Dexter or order when the money in payment of said claim is received by the State Department of the United States.

BERNARD CAMPBELL,

Of 453 C St.

Washington, D. C., March 18th, 1898.

EXHIBIT "C."

Know all men by these presents that I, Bernard Campbell, of the city of Washington, District of Columbia, United States of America, in consideration of one dollar in hand received and other valuable considerations, do hereby assign an interest of (\$500) five hundred dollars in the claim of Bernard Campbell against the government of Hayti, now pending in the Department of State, to James E. Dexter, of the city of Washington, D. C., said five hundred dollars to be paid without charges of any nature when the said claim is paid by Hayti and disbursed by the State Department to the United States.

The Secretary of State of the United States is hereby authorized and requested to pay said five hundred dollars to the said James E.

Dexter or order when the money in payment of said claim is received by the State Department of the United States.

This is to justify a previous one that has been lost.

BERNARD CAMPBELL,
453 C St. N. W.

Washington, D. C., Feb. 17th, 1898.

Answer to Amended Bill.

Filed July 5, 1899.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant,	} Equity. No. 19739, Docket 45.
<i>vs.</i>	
JAMES E. DEXTER, Defendant.	

This defendant, now and at all times hereafter saving and reserving unto himself all benefit and advantage of exception to said amended bill, for answer thereto, or as much thereof as he is advised is material or necessary for him to answer, saith:

1. He reaffirms his answer to the original bill filed herein, and prays that the same may be considered, so far as applicable, as his answer to the amended bill.

2. Further answering the fourth paragraph of said amended bill, this defendant denies the several allegations thereof and says that he did not obtain the said assignments or either of them from the said complainant by undue influence, nor did this defendant make any representations or promises to the complainant which have not been fully and in every respect kept and performed by this defendant, nor was the complainant in any way misled or unduly or improperly influenced to the execution of said assignments or either of them by this defendant, nor has there been any failure of the consideration for said assignments or either of them, nor was the consideration inadequate. This defendant further says that the complainant was, as heretofore alleged by this defendant, in great financial distress and physically in need of medical attendance at the time said assignments and each of them were executed, but said complainant was in every respect mentally qualified and competent to attend to his business affairs.

J. E. DEXTER, *Defendant.*

CHAS. W. NEEDHAM,
His Attorney.

Joinder in Issue, &c.

Filed November 26, 1898.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant,	} Docket 45. In Equity. No. 19739.
<i>vs.</i>	
JAMES E. <i>Campbell</i> ET AL., Respondents.	

The complainant joins issue upon the answer of defendant Dexter.

DANIEL O'C. CALLAGHAN,
Solicitor for Complainant.

Replication, &c.

Filed July 5, 1899.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant,	} Equity. No. 19739, Docket No. 45.
<i>vs.</i>	
JAMES E. DEXTER, Defendant.	

The complainant hereby joins issue with the defendant James E. Dexter upon his answer to the amended original bill of complaint.

19

CHAPIN BROWN,
ARTHUR H. O'CONNOR,
Solicitor for Complainant.

Leave to File Cross-bill.

Filed January 23, 1899.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant,	} In Equity. No. 19739. Original Bill.
<i>vs.</i>	
JAMES E. DEXTER and ABIGAIL L. QUINN, Defendants.	

And now, on this twenty-third day of January, 1899, comes James E. Dexter, by his said attorney, and asks leave to file his cross-bill herein praying for affirmative relief, and on consideration of said motion leave is hereby given the said defendant to file said cross-bill.

W. S. COX, *Justice.*

Filed January 23, 1899.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant,	}	In Equity. No. 19739. No. 19739. Original Bill.
<i>vs.</i>		
JAMES E. DEXTER and ABIGAIL L. QUINN, Defendants.		

JAMES E. DEXTER	}	Cross bill.
<i>vs.</i>		
BERNARD CAMPBELL.		

James E. Dexter, one of the defendants in a suit now pending in said court on the equity side thereof, above entitled, by leave of the court files this cross-bill and makes Bernard Campbell, the complainant in the original bill, defendant herein, and the complainant in this cross-bill states as follows :

1. That on the 15th day of September, 1898, Bernard Campbell filed his original bill in said court on the equity side thereof and made this complainant a defendant, together with Abigail L. Quinn, alleging, in addition to the citizenship of the parties thereof, that theretofore said Campbell had a claim for damages for personal injuries against the Republic of Hayti which the United States of America, through its Department of State, was pressing for a settlement; that this complainant had importuned the complainant to engage him in the matter to assist in the prosecution of said claim; that this complainant urged said Campbell to take a room in his residence, and offered to advance the said Campbell sums of

21 money which he might require for his personal needs, and did so advance two sums of fifty dollars (\$50) each, and exacted of said Campbell as a security for the payment thereof two assignments of \$500.00 each of said Campbell's claim against the Republic of Hayti; that said complainant did execute two assignments, and delivered the same to this complainant, and received therefore \$102.00 and room rent in the residence of this complainant, for which he is willing to allow the sum of \$60.00; that thereafter the government of Hayti allowed said Campbell the sum of ten thousand dollars (\$10,000) in full satisfaction of his claim, which has been in part paid to Department of State of the United States of America; that this complainant had filed the assignments in the Department of State, and that the complainant in the original bill had filed a written protest against the payment of said assignments, claiming that said assignments were without consideration, etc.; that Campbell was informed by the Department of State that this complainant had assigned \$250.00 of his portion of said fund to Abigail L. Quinn by an assignment bearing date June 13, 1898, and said Campbell says that he does not know whether there was any consideration for this assignment to said Abigail L.

Quinn, but offers to pay out of said fund whatever amount Abigail L. Quinn paid this complainant, and said Campbell prays in said original bill that this complainant (therein defendant) be prevented and enjoined from setting up any title or interest in the aforesaid assignments; that he be required to surrender said assignments to the complainant upon the payment of \$162.00, and that if it should be proved that Abigail L. Quinn is an innocent holder for value of said assignment to her of \$250.00 that the said \$162.00 be
22 appropriated and diverted toward the payment and satisfaction of said assignment to Abigail C. Quinn, and that this complainant be restrained and enjoined from receiving any part of said two assignments from the Department of State out of said fund to answer said bill; that on the third day of November, 1898, this complainant filed a full and complete answer to said original bill under oath, as will appear by reference to the files of this court in said case, and this complainant desires to make said answer and statements therein a part of this his cross-bill.

On the contrary, this complainant alleges the facts to be as follows:

2. That in the winter of 1895 and 1896 the defendant herein, Bernard Campbell, called at the office of this complainant, at 453 C street northwest, in the city of Washington, and stated to this defendant that he had a claim for one hundred thousand dollars (\$100,000) against the government of Hayti for damages on account of personal injuries, for which the Republic of Hayti or some of its citizens were responsible to the said Campbell; that said claim was in charge of and being urged for settlement by the Department of State of the United States; that the said Campbell had made a claim for one hundred thousand dollars, and that the same was then pending and undetermined, and said Campbell asked this defendant to loan him some money on the credit of this claim, alleging that he was in great need of money for personal expenses; that this complainant, after hearing what the said Campbell had to say, refused to make said loan; that the defendant Campbell called upon this complainant several times during the months following and solicited a loan of money from the defendant, which the de-
23 fendant refused to grant; that in December, 1897, and January, 1898, the defendant Campbell called upon this complainant, in great distress, for money to pay his living expenses and enable him to remain in Washington, where, he said, it was necessary for him to be in order to attend to his said claim pending in the department, and offered to sell and assign to this complainant \$500.00 of the moneys that should be received upon said claim for the present sum of \$50.00 in cash; that it was talked over and understood between complainant and said Campbell at the time that no agreement had been reached between the State Department of the United States and the representatives of the Republic of Hayti as to said claim, and whether or not any sum — be allowed said Campbell upon said claim was doubtful, but said negotiations were pending, and it was expected by said Campbell that he would be allowed something upon said claim; that this complainant, in

consideration of the defendant's great need and the receipt of the full sum of \$500.00 in the event that that or a larger amount should be obtained upon the said claim of Campbell against the Republic of Hayti, did purchase and receive an assignment of \$500.00 in said claim, to be paid, without charges or deduction of any nature, when the said claim should be paid by Hayti and disbursed by the United States, and the Secretary of State was authorized and requested to pay said \$500.00 to this complainant; that said assignment was thereupon reduced to writing and duly read and executed by the said Campbell, and this complainant thereupon paid said Campbell for said assignment the sum of fifty dollars in cash; that afterwards,

24 on the 17th of February, 1898, this complainant discovered that he had lost the original assignment, made in December or January preceding, and this complainant told the defendant Campbell that he had lost the original, and thereupon another assignment was drawn up to, as stated in the same, "justify a previous one that had been lost," and said Campbell duly executed same; which assignment is in the words and figures following—that is to say:

"Know all men by these presents that I, Bernard Campbell, of the city of Washington, District of Columbia, United States of America, in consideration of one dollar in hand received and other valuable considerations, do hereby assign an interest of (\$500) five hundred dollars in the claim of Bernard Campbell against the government of Hayti, now pending in the Department of State, to James E. Dexter, of the city of Washington, D. C., said five hundred dollars to be paid, without charges of any nature, when the said claim is paid by Hayti and disbursed by the State Department to the United States.

The Secretary of State of the United States is hereby authorized and requested to pay said five hundred dollars to the said James E. Dexter or order when the money in payment of said claim is received by the State Department of the United States.

This is to justify a previous one that has been lost.

BERNARD CAMPBELL,
453 C St. N. W., Washington, D. C.

Feb. 17th, 1898."

25 That afterwards, on or about the 18th day of March, 1898, and while said claim of the defendant Campbell was still pending and undetermined in the State Department, the said Campbell again came to the said defendant in great need of money for his personal support and offered to assign another \$500.00 in said claim for \$50.00 in ready money; that in consideration of said offer and the defendant's great need the complainant decided to take the risk and did purchase another \$500.00 in said claim for the sum of \$50.00 in cash, which sum he then and there paid to the defendant Campbell, and thereupon said Campbell executed and delivered to this complainant, as a full and complete transfer of \$500.00 in said claim, an assignment in writing, which is in words and figures following, to wit:

"Know all men by these presents that I, Bernard Campbell, of the city of Washington, District of Columbia, United States of America, in consideration of one dollar in hand received and other valuable considerations, do hereby assign an interest of five hundred dollars (\$500) in the claim of Bernard Campbell against the government of Hayti, now pending in the Department of State, to James E. Dexter, of the city of Washington, D. C.

Said five hundred dollars to be paid without charges of any nature when the said claim is paid by Hayti and disbursed by the State Department to the United States.

The Secretary of State of the United States is hereby authorized and requested to pay said five hundred dollars to the said James E. Dexter or order when the money in payment of said claim is received by the State Department of the United States.

BERNARD CAMPBELL,

Of 453 C St.

Washington, D. C., March 18th, 1898."

26 That each of said assignments was for a good and valuable consideration, to wit, the sum of \$50.00 in hand paid by the complainant to the defendant Campbell upon the delivery of each assignment; that at the time of the said assignments it was uncertain whether the claim of the defendant Campbell against the Republic of Hayti would be recognized and allowed, and the claim had no fixed or certain value; that the defendant Campbell was entirely insolvent and could not borrow money for his living expenses upon his personal credit or upon the credit of said claim from this complainant or from any other person, and for these reasons, and to enable defendant to obtain money for the necessities of life and to enable him to remain in Washington and give his personal attention to the said claim, this complainant made the purchases and took the assignments aforesaid; that both transactions were entered into in good faith and with a full and fair understanding between parties that the assignments were each good and valid in equity and conveyed to this complainant full and perfect right to have and receive in the aggregate one thousand dollars (\$1,000) from any fund paid into the Department of State of the United States by the Republic of Hayti on account of said claim of the defendant Campbell, the same to be paid direct to this complainant by the Department of State.

3. That after said assignments were executed and about the time alleged in the original bill of complaint herein, May 2nd, 1898, the Department of State of the United States concluded a settlement of said Campbell's said claim against the Republic of Hayti, by
27 which the Republic of Hayti was to pay into the Department of State for said Campbell the sum of ten thousand dollars (\$10,000), and said settlement has been duly ratified by the defendant Campbell; that soon thereafter the defendant Campbell advised the complainant that the settlement had been made, and this complainant stated that he would then file his two assignments with the Secretary of State, and the defendant Campbell assented thereto

and stated that the money stated in said assignments would be paid directly to this complainant; and thereupon, on the 19th day of May, 1898, this complainant did by letter transmit to the honorable Secretary of State the two assignments herein set forth, and requested that the same be filed, which was accordingly done; that the filing of said assignments with the Secretary of State was in pursuance of the understanding between the said Campbell and this complainant at the time said assignments were executed and delivered, and in strict accordance with complainant's rights in the premises.

4. That the said assignments were and are recognized by the Department of State as entitling your complainant to have and receive the full sum of one thousand dollars (\$1,000) out of the fund realized upon said Campbell's claim against the Republic of Hayti. Said sum of one thousand dollars is now held by said department for such purpose, and the same would be paid to your complainant and he would receive the same, as he is justly entitled to have and receive it, but for the improper and unlawful interference by the defendant Campbell, as hereinafter stated.

5. That on or about the 18th day of July, 1898, when the first installment upon said payment by the Republic of Hayti was due and payable to the Department of State, the defendant Campbell, without just cause or right whatsoever, filed in said Department of State a writing in the words and figures following, to wit:

"Hon. William R. Day, Secretary of State, Washington, D. C.:

Take notice that there *has* been presented to the State Department two assignments of the claim of Bernard Campbell *vs.* Hayti by James E. Dexter, each amounting to five hundred dollars.

Deponent, in the annexed affidavit, says that said assignments have been obtained from him by false and fraudulent representations; that the conditions of said assignments have never been executed or carried out. Deponent further says that there is not a good and sufficient consideration in law for said transfer or assignments; that the said assignments were never legally witnessed; that the contents of said assignments have never been read by the said deponent nor the same made known to him.

You are hereby further notified to refuse payment on said assignments until the assignee substantiates the validity of the same according to law in such cases provided.

BERNARD CAMPBELL.

Dated July 18, 1898."

STATE OF NEW JERSEY, }
County of Passaic, } ss :

Bernard Campbell, being duly sworn, on his oath says that the matters and things set forth in the foregoing notice are true.

BERNARD CAMPBELL.

29 Sworn and subscribed before me this 18th day of July, 1898.

JOS. A. DELANEY,
Master in Chancery of New Jersey.

That said so-called protest was and is an unjust, inequitable, and an improper interference with the rights of this complainant in the premises; that the defendant Campbell, as complainant is informed and believes, was, on, to wit, the 18th day of July, 1898, advised by the Secretary of State by letter as follows, to wit:

“DEPARTMENT OF STATE,
WASHINGTON, *July 8, 1898.*

Bernard Campbell, Esquire, P. O. box No. 57, Little Ferry, Bergen county, New Jersey.

SIR: I have to acknowledge the receipt of your letters of the 29th ultimo, 2nd and 5th instant, protesting against the payment of certain assignments of portions of your claim against Hayti, which have been filed in this department.

In reply I have to say that it is the usage of this department to file all duly executed assignments of claims coming before it.

In your case it has followed its usual practice. The department does not ignore these assignments, nor does it adjudicate disputes arising out of such assignments whose determinations are respected by the department in the payment of such claims to those legally entitled.

If you have any objections in law or fact to the payment of the assignments of portions of your claim, you will be expected to submit the same to the department at once, and no payment will be made by the department until the matter of these assignments is cleared up by arrangement between the parties or by the judgment of the court; nor will any payments be made until the proper vouchers are executed and filed with the department and receipt acknowledged of any payment made.

Respectfully yours, — — —.”

That this complainant is advised, and so states, that upon the determination of complainant's rights to said sum of one thousand dollars by decree of this court the Department of State has signified its willingness to pay and will pay over to this said complainant or his assigns the one thousand dollars now held by said department out of said fund, and complainant is unable to obtain payment of said fund without such decree or the withdrawal by the said Campbell of said protest; that this defendant has applied to said Campbell and asked him to withdraw said protest, as in good conscience he ought to do; but the said Campbell refuses to do so unless the said complainant will pay him a large sum of money as additional consideration for said assignments, which acts and doings of the defendant Campbell are contrary to equity and good conscience and tend to the manifest wrong and injury of this complainant.

31 6. That since the filing of the answer herein by this complainant to the original bill of complaint Abigail L. Quinn has requested this complainant to repurchase from her the \$250 assigned to her, as set forth in said answer, claiming that it was represented by this complainant, and also by the complainant in the original bill, that there would be no litigation or question about the payment of said two hundred and fifty dollars (\$250) out of said fund, and this complainant has repaid the said Abigail L. Quinn the consideration received from her and taken an assignment from her to this complainant of said two hundred and fifty dollars (\$250) of said fund, which assignment has been duly recorded in the office of the Secretary of State, and this complainant is now entitled to have and receive the full sum of one thousand dollars (\$1,000), the same as though no assignment had been made to said Abigail L. Quinn.

Wherefore, in consideration of the premises, your complainant prays:

(1.) That said defendant, Bernard Campbell, may be required under a rule of this court to fully answer this cross-bill, but not under oath, answering under oath being expressly waived.

(2.) That said assignments and each of them herein set forth be by this court declared to be good and valid equitable assignments, conveying to the complainant the sums of money therein described.

(3.) That the fund of one thousand dollars (\$1,000) now in the custody of the Secretary of State, being part of the sum received, as aforesaid, from the Republic of Hayti upon the claim of said Campbell, be decreed by this court to belong to this complainant.

32 (4.) That said Bernard Campbell be restrained and perpetually enjoined from receiving any part of said sum of one thousand dollars (\$1,000) retained and now held, as aforesaid, by the said Secretary of State, and that the defendant be required and directed by the decree of this court to withdraw the, and any, protest in writing filed in said State Department and prevented from interfering with the payment of said sum of one thousand dollars to this complainant; and

(5.) That your complainant may have such other, further, or different relief in the premises as the nature of this case may entitle him to.

The defendant to this bill is Bernard Campbell.

J. E. DEXTER,
Complainant in Cross-bill.

_____,
Solicitor for Complainant in Cross-bill.

DISTRICT OF COLUMBIA, ss :

I do solemnly swear that I have read the foregoing cross-bill by me subscribed and know the contents thereof, and that the facts therein stated upon my personal knowledge are true, and those stated upon information and belief I believe to be true.

J. E. DEXTER.

Subscribed and sworn to before me this 13th day of January,
A. D. 1899.

[SEAL.]

CHARLES RAY DEAN,
Notary Public.

33

Answer to Cross-bill.

Filed March 9, 1899.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant,	}	In Equity. No. 19739.
vs.		
JAMES E. DEXTER and ABIGAIL L. QUINN, Defendants.		

JAMES E. DEXTER	}	Cross-bill.
vs.		
BERNARD CAMPBELL.		

The answer of the defendant, Bernard Campbell, to the cross-bill of
James E. Dexter.

This defendant, complainant in the original bill, now and at all time- hereafter saving and reserving unto himself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainty, and other imperfections in the said cross-bill contained, for answer thereunto, or so much and such parts thereof as this defendant is advised is or are material or necessary for him to make answer unto, this defendant, answering, saith :

1. He admits that on the 15th day of September, 1898, he filed his original bill in this court, as mentioned in paragraph 1 of the said cross-bill, and that the allegations of said original bill are substantially as set forth in said paragraph 1 of said cross-bill, except in this, that this defendant did not in his original bill allege that the said James E. Dexter did advance to this defendant two
34 sums of \$50.00 each, and exacted of this defendant as a security for the payment thereof two assignments of \$500 each of this defendant's claim against the Republic of Haiti, and, on the contrary, avers that the allegation in said original bill is as follows :

"That on the matter of the first assignment" (meaning the first assignment executed by this defendant to the said James E. Dexter, as alleged in said original bill) "the said Dexter advanced your complainant" (this defendant) "from time to time small sums of money amounting to \$102.00."

And in respect of a second assignment the allegation of the said original bill is as follows :

"That towards the matter of the second assignment nothing was ever done by the said defendant" (meaning the said James E. Dexter); all of which more fully appears by said original bill now

on file in this cause, and which is prayed to be read as a part of this defendant's answer and by reference to be made a part hereof.

2. This defendant denies that any time either in December, 1897, or January, 1898, he called upon the complainant, James E. Dexter, in great distress for money to pay his living expenses or to enable him to remain in Washington, and he denies that he offered to sell and assign to said complainant, Dexter, \$500 of the money that should be received upon said claim for the present sum of \$50 in cash; and defendant avers that on or about the 4th day of October, 1897, while defendant was in the city of Brooklyn, in the State of New York, without any solicitation on the part of defendant, he received a written postal card from the said complainant, Dexter, expressing a strong desire to see this de-

35 defendant either in Washington or New York, and at the same time stating that he, the said Dexter, had been "making strong efforts to have your claim pushed," meaning the claim, the proceeds of which are now the subject of this suit; and defendant denies that in December, 1897, or January, 1898, he was in distress for the want of money for living expenses, and avers that he had friends, both in the city of Washington and the State of New Jersey, who were ready and willing to furnish him with whatever money and other things were necessary, and with no further security therefor than this defendant's personal obligation; and this defendant avers that both prior to the date of said postal card and subsequently thereto the said James E. Dexter represented to this defendant that he, the said Dexter, had intimate and influential friends amongst the officials of the State Department and elsewhere, and could by reason thereof be of material assistance to this defendant in the prosecution of his said claim; that shortly prior to the date of the said postal card there had been received at the Department of State a letter or dispatch dated at Port au Prince, Haiti, September 13th, 1897, from Mr. Powell, then minister of the United States, to Mr. Sherman, then Secretary of State, which letter, referring to the claim of this defendant, says that "it is in a fair way to receive a complete and, I trust, satisfactory adjustment. I hope by the next or following mail to report to the department that it is finally settled;" and this defendant is informed and believes that the said complainant, James E. Dexter, before writing the said postal card had been informed of the receipt of the said letter at the State Department, as aforesaid, and, believing that the said claim of this defendant would

36 be favorably adjusted at an early date thereafter, was designing and contriving to secure from this defendant an interest therein and to procure from this defendant assignments of portions of said claim at a great sacrifice on the part of this defendant; that in pursuance of such design and of the suggestion made in his said postal card the said complainant, Dexter, did, on or about the last week in October, 1897, visit this defendant in the city of Brooklyn, in the State of New York, and endeavor to secure from this defendant an interest in the said claim; that no agreement of any sort was ever made between this defendant and the complainant, James E. Dexter, but that upon the said occasion of his visit to

this defendant in the city of Brooklyn, as well as at divers other times, both before and after said visit, the said James E. Dexter represented to this defendant that through his influence and personal attention greater consideration would be given to defendant's said claim by the officers of the United States Government; that through his efforts this defendant's claim for \$100,000 might be allowed in full; that thereafter and in the month of January, 1898, this defendant, having in the meantime come to the city of Washington, was again approached by the complainant, James E. Dexter, in regard to the said pending claim, and at his instance this defendant engaged a room and commenced to live in the house of the said James E. Dexter, in the city of Washington; that prior to the time when the defendant so took up his residence with the complainant, James E. Dexter, to wit, on the 18th day of January, 1898, the Senate of the United States passed a resolution directing the Secre-

37 tary of State to transmit to the Senate at an early day all papers and correspondence with the Haitian government relating to the said claim of this defendant. In pursuance thereof, on the 17th day of January, 1898, and one day prior to the date when the said James E. Dexter induced this defendant to take up his residence with him, the Secretary of State, pursuant to the said resolution, transmitted all of the correspondence required by said resolution, all of which is embraced in Senate document No. 73, 55th Congress, second session; that the purport and effect of said correspondence was to show that an early settlement of said claim was then probable; that the said Dexter offered to advance to this defendant while this defendant was living in said Dexter's house such small sums of money as might from time to time be necessary for defendant's use, and for the security for the payment of such sums to be so advanced and for the payment to the said James E. Dexter of a reasonable compensation for the use of a room in his said residence, and also to secure the payment to the said James E. Dexter for services which were to be rendered for the benefit of this defendant by the said James E. Dexter in the matter of the prosecution of the said claim, this defendant was induced to execute an assignment to the said James E. Dexter of \$500 in the said claim; that the said assignment having been delivered to the said James E. Dexter to be kept in his possession and not to be filed in the Department of State, it was afterwards, to wit, on February 17th, 1898, represented by the said James E. Dexter that the same had been lost, whereupon this defendant executed one to replace it.

That while this defendant continued to live with said James E. Dexter at his house, as aforesaid, he, the said James E.

38 Dexter, repeatedly urged this defendant to assign to him interests in his said claim, and afterwards, to wit, on the 18th day of March, 1898, the said Dexter having represented to this defendant that further and greater efforts on the part of said Dexter *was* necessary to secure the allowance in full of this defendant's said claim, and that such efforts would insure such an allowance in full, the said James E. Dexter induced defendant to execute a further assignment to the said James E. Dexter of an in-

terest of \$500 in said claim; that said assignments are the same assignments set forth in complainant's cross-bill; that neither of them was intended as an absolute assignment, except in the event of the full allowance of this defendant's claim, viz., \$100,000; that otherwise they were to be and were regarded as a security to the complainant, James E. Dexter, for such sums as he might advance to this defendant and for the payment of whatever obligation this defendant might be under for service and for occupying the room in the house of the complainant, as aforesaid.

And further answering paragraph two of the said cross-bill, this defendant denies that the said James E. Dexter ever rendered this defendant any service or advanced him any money in consideration of the need of this defendant or for any other consideration than that of gain to himself; and this defendant avers that he was in no greater need of money, medical treatment, or other care during the year 1898, when the said assignments were made, than he had been in the winter of 1895 and 1896 or between those dates, when the complainant, James E. Dexter, alleges that he refused to loan this defendant any money; and this defendant avers that he is informed and believes that at all times when the said James E. Dexter
39 made advances to this defendant he, the said James E. Dexter, was fully informed of the status of this defendant's claim as hereinabove set forth.

And further answering paragraph two, this defendant denies that the said James E. Dexter paid for either of said assignments the sum of \$50 in cash, and he avers that he has received from the said James E. Dexter the sum of \$102.00 and no more, which sum is the aggregate amount of numerous small payments made to him while residing in the house of the said James E. Dexter, as aforesaid; that the said aggregate sum of \$102.00 was all advanced upon the security of the first of the said assignments, and this defendant admits his liability to repay the said sum of \$102.00, as well as a reasonable amount for the rent of said room, which defendant avers to be not more than \$60.00; that as to the last assignment mentioned in said cross bill, defendant avers that the same was given upon the condition precedent that this defendant would be allowed the full amount of his said claim, which condition precedent has never been fulfilled and the said assignment has never taken effect; and defendant, further answering, says that the principal consideration which induced him to execute the first assignment and the sole consideration of the last assignment was his belief in the representations of said Dexter that his services in the matter of prosecuting defendant's said claim were of value and would be used to that end, and relying upon said representations and promises of said Dexter, this defendant executed, as aforesaid, the said assignments; and defendant avers that the complainant Dexter rendered no services on behalf of defendant in the prosecution of his said claim, nor did
40 he in any way aid or assist this defendant in securing its adjustment, and that there is an entire failure of consideration for the last of said assignments and the consideration for

the first of said assignments has wholly failed, except as above set forth.

3. In answer to the third paragraph of the said cross-bill, defendant admits the settlement of his claim as therein set forth for the sum of \$10,000.00, but he denies that he assented, after the allowance of the said claim or at any other time, to the filing of the said assignment with the Secretary of State, and denies that he stated that the money stated in said assignments would be paid to the complainant, James E. Dexter, directly or otherwise. Defendant admits said assignments were filed as in said paragraph three set forth, but he denies that the same was in pursuance of any understanding between the said Dexter and this defendant; and defendant avers that immediately upon receiving information that the Government, through the Secretary of State, had settled his said claim for the sum of ten thousand dollars, he informed the complainant Dexter of the fact and demanded of him the surrender of said assignments and offered the said Dexter two dollars for every one advanced as aforesaid and also to pay one hundred dollars as rent of room occupied, as aforesaid, by this defendant in said Dexter's house, which offer was refused by the said complainant, Dexter.

4. Defendant denies that he has improperly or unlawfully interfered with any action by the Department of State in reference to the said assignments, and avers that he has only exercised
41 his right to protect himself against the wrongful payment of the sum of \$1,000.00 to the said James E. Dexter out of funds belonging to this defendant.

5. Defendant admits that he filed in the Department of State the paper set forth in said paragraph, and that he received from the Department of State the letter therein set forth, and defendant admits that he has refused to withdraw from the Department of State the paper filed by him, as aforesaid, in protest of the payment of any money under said assignments.

6. This defendant has not sufficient information to admit or deny the allegations of paragraph six in said cross-bill, but demands strict proof of the same; and having fully answered, this defendant prays to be hence dismissed.

BERNARD CAMPBELL.
BERNARD CAMPBELL.

CHAPIN BROWN AND
ARTHUR H. O'CONNOR,
Solicitors for Defendant.

STATE OF NEW YORK, }
County of New York, } ss :

Before me, a notary public in and for said county, personally appeared Bernard Campbell, who, being duly sworn, on oath said: I have read the foregoing answer by me subscribed and know the contents thereof; that the facts therein stated of my own knowledge are true and those matters stated upon my information and belief I believe to be true.

BERNARD CAMPBELL.

42 Subscribed and sworn to before me this 7th day of February, 1899.

[SEAL.]

SEABROOK WADDELL,
Notary Public, N. Y. Co.

Decree Dismissing Bill, &c.

Filed March 9, 1899.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant,	}	Equity. No. 19739.
<i>vs.</i>		
JAMES E. DEXTER and ABIGAIL L. QUINN, Defendants.		

Upon consideration of the motion of the complainant it is, this 9th day of March, A. D. 1899, adjudged, ordered, and decreed that the bill of complaint be dismissed as to the defendant Abigail L. Quinn.

W. S. COX, J.

I consent to the entry of the above order.

CHARLES W. NEEDHAM,
Attorney for James E. Dexter.

Replication to Answer to Cross-bill.

Filed March 11, 1899.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant,	}	In Equity. No. 19739.
<i>vs.</i>		
JAMES E. DEXTER and ABIGAIL L. QUINN, Defendants.		

JAMES E. DEXTER	}	Cross-bill.
<i>vs.</i>		
BERNARD CAMPBELL.		

The complainant in the cross-bill, James E. Dexter, hereby joins issue with the defendant in said cross-bill.

JAMES E. DEXTER, *Defendant.*

By CHAS. W. NEEDHAM,
Solicitor for Complainant in Cross-bill.

44

Depositions for Complainant.

Filed June 24, 1899.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL	}	In Equity. No. 19739.
<i>vs.</i>		
JAMES E. DEXTER.		

WASHINGTON, D. C.,
TUESDAY, April 25, 1899—10 o'clock a. m.

Met, pursuant to agreement, at the office of Chapin Brown, Esq., Washington, D. C.

Present on behalf of the complainant, Mr. Chapin Brown and Mr. Arthur H. O'Connor; present on behalf of the defendant, Mr. Charles W. Needham.

Whereupon BERNARD CAMPBELL, the complainant, called in his own behalf, having been first duly sworn, is examined—

By Mr. O'CONNOR:

Q. State your age and place of residence, Mr. Campbell. A. My age is about fifty-nine; my residence is Little Ferry, Bergen Co., New Jersey, but my residence here, when I have been making my home here, is 132 First street. I room at 209 First street. The same parties own both buildings.

Q. Which is your home? A. My home is in New Jersey.

Q. What claim have you had against the government of Hayti, which you pressed through the State Department of this country? A. I had a claim of \$100,000 against the Haytian government for injuries received by me at the hands of the insurgents there in 1889—ten years ago the seventeenth or eighteenth of this month.

Q. It has been ten years since that injury was received? A. Yes, sir.

Q. When did you file your claim? A. I disremember when I put the claim in. I called Mr. Blaine's attention to it at that time.

Q. When he was Secretary of State? A. Yes; and his son and then Secretary Gresham made the demand, and it was pressed by Mr. Olney.

Q. When did it reach a settlement? A. It reached a settlement, I think, about May of last year.

Q. In what way was it settled? A. For \$10,000, \$5,000 to be paid last June and \$5,000 to be paid this June coming, with six per cent. interest on the \$5,000 to be paid this June. The first \$5,000 has been paid, and this is in litigation here.

Q. It has been paid to the United States? A. Yes.

Q. And how about yourself? A. Well, a portion of it has been paid to myself—all of the first payment, excepting this thousand dollars that is held here.

Q. That is involved in this suit? A. Yes.

Q. When did you first meet Dr. Dexter, if your recollect?

46 A. I think it was in 1895 or 1896.

Q. Where was that; in Washington? A. In Washington.

Q. What were the circumstances? A. I offered to sell a tenth of the claim of five thousand dollars, but we came to no agreement.

Q. How did you happen to meet him? A. Well, I knew for years, or was informed by the general public and had been told by several parties, that he was interested in any man that had a claim, and that I should go to him. I knew that for years before that, but I didn't go. I had heard that that was his business. I didn't know him personally, when I would see him, at that time.

Q. Were you here in Washington in the summer of 1897? A. Yes, sir; and in 1896.

Q. I am speaking of 1897. A. Yes; I was here in 1897.

Q. That was the summer before you went to Dr. Dexter's house, as I understand? A. Yes; the summer before.

Q. Did you see him during that summer? A. Last summer was 1898, wasn't it?

Q. Yes. A. Yes; I saw him that summer.

Q. Did anything occur between you as to this claim? A. Yes; he told me that he would advance me some money to go down to the seacoast, or that I could stop in his house at that time, and for me to give him a power of attorney, and I wouldn't do it. I needed to go to the seacoast on account of my health, and I would require money down there.

47 Q. Where were you in October, 1897? A. I was in New York and Brooklyn, down by the seacoast, and living in Brooklyn—38 Congress street, Brooklyn, New York.

Q. What was the status of your claim about the first of October in that year—1897? A. The status of my claim was A No. 1, and the minister informed our Government that he expected a settlement by the next mail or the mail after.

Q. What minister? A. Our minister, Mr. Powell, the United States minister in Hayti; that was in September; he notified me before that.

Q. That he expected a settlement, you say? A. Yes; to be able to report to our Government a satisfactory settlement.

Q. Now, if about that time you received a postal card from Mr. Dexter you may state it. A. Yes; I received a postal card from Dr. Dexter in Congress street.

Q. In relation to this claim? A. Yes; that he was pushing it.

Q. If you have that postal card with you, you can produce it. A. Here it is. (Witness produced postal card.)

(Counsel for the complainant thereupon offered in evidence, without objection, the postal card above referred to, and the same is filed herewith, marked "Exhibit Campbell No. 1.")

Mr. BROWN: You do not want us to prove the handwriting, do you?

48 Mr. NEEDHAM: No.

By Mr. O'CONNOR:

Q. When did you first see Dr. Dexter after receiving this postal card? A. It was about the early part of November or the latter part of October. I think it was the latter part of October. It was before the election in the same year.

Q. Where? A. In 38 Congress street. He came in about seven o'clock one morning.

Q. In Brooklyn? A. In Brooklyn.

Q. While he was over there did you have any conversation about this claim? A. Yes. He wished me to come on here—to advance me money to come on to Washington and come to his house. I refused to come then, stating that I would be coming later, and I had all the money I needed there, because I was amongst my friends, and so I stated to him.

Q. Was there any conversation about any assignment or any arrangement of that sort? A. Yes; he wanted an assignment, and he was supposing that the money would be paid before I would get here, for it was expected to come every day then.

Q. What kind of an arrangement did he want to make? A. Well, an arrangement to get an assignment for so much. Some of his friends, I suppose, had been assisting, although I wasn't looking for assistance, because I was in the hands of the Government and would have no lawyer, because the Government was my lawyer, and I was in their hands and I had confidence in them.

49 Q. What do you mean by his friends assisting? A. Well, he had influence in the State Department, as I understood, and there was people there that was special friends of his.

Mr. NEEDHAM: I note an objection to the form of the question, and the statement of what the witness understood, as being improper.

By Mr. O'CONNOR:

Q. Who gave you that impression or that understanding? A. Dr. Dexter. Of course I understood, before seeing him, that he was a man in that sort of business, concerned in getting claims of that kind through.

Q. I am now speaking about his friends. Where did you get that impression? A. From himself. He told me that he had friends there.

Q. Did he stay there long, or did you see much of him? A. Yes; he went over to Smith & McNeil's, where I generally stopped.

Q. Where is that? A. In New York. We made an appointment. He was going uptown and he made an appointment to meet me there the next day, when I would come over from Brooklyn, and that next day we came to no arrangement at all.

Q. It was there that you had the conversation? A. Yes; the second time; and we talked the same as before.

Q. Those were the only times you met him, on that trip to New York? A. That was the only time I met him there.

50 Q. When did you see him next? A. When I came on here; it was about the 10th, after the election. I think the election was about the 10th of November, or the 11th, or thereabouts; and the day I came into town I met Dr. Dexter and Mrs. Dexter right about abreast of this office, right down this street. I was going down and they were coming up.

Q. Did you have any conversation with him then? A. No. We met frequently, and he told me to call, and he asked me when I got in town, and I told him—just that sort of conversation.

Q. Where did you then go in Washington? A. I then went to 132 First street, Mr. and Mrs. Murphy's, the same place I had been before.

Q. What are their full names? A. Mr. John J. Murphy, I think it is, and Mrs. John Murphy, I suppose; I don't know what her other name is.

Q. That is where you are stopping now? A. Yes.

Q. How long did you stop at that house? A. I stopped there up to about the tenth of the January coming.

Q. That was January, 1898? A. Yes.

Q. In the meantime did you see Dr. Dexter? A. Yes, sir; I seen him several times. I couldn't tell the number of times, but I have been informed by Mr. Murphy that he——

Mr. NEEDHAM: I object to the witness testifying to anything told him by any other person than Dr. Dexter unless it was in the presence of Dr. Dexter.

By Mr. O'CONNOR:

51 Q. I do not care now about what was told you, but I want to know as a matter of fact if you did receive messages from the Doctor. I do not care what they were. A. I received verbal messages.

Q. When you left Murphy's, where did you go? A. I went to the Mount Vernon here, Mr. Nichols's. I used to room there, on Pennsylvania avenue, before I went to Mr. Murphy's. He had another hotel, called by the same name, down there.

Q. Was that on Pennsylvania avenue? A. Yes; he had it there, and he changed the name——

Q. I know, but at which place were you stopping? A. On Four-and-a-half street.

Q. You had nothing to do with Pennsylvania avenue, then? A. No; I went there.

Q. And how long did you stay there? A. I paid for a week, but I didn't put in a week. I met Dr. Dexter, and he told me that he had a room there, and it was more convenient in his house, and I told him then I would go when the week was up. I went before the week was up, though. It didn't matter about the paying there, for it was paid, and I didn't care for being there, because I got up there and went and sat up with the clerk two nights; I got up and

went out of my room and sat downstairs, and didn't sleep. I wasn't feeling well, and I sat downstairs all night.

Q. There is an assignment mentioned in the pleadings in this case as the first one executed by you, I do not know whether its date appears or not, for which another was afterwards executed to take its place. Now, what were the circumstances under

52 which you executed that first assignment? A. I was in the house, and Dr. Dexter told me that the assignment was lost.

Q. No; I mean the first one that was made. How did you happen to make that? A. I made it in Dr. Dexter's house. It was written there, and I didn't know what was in it, but it was right there, written, when I seen it, and I signed it. I signed it, not knowing exactly what was in it, nor did I read it. I relied upon the confidence that I had in Dr. Dexter.

Q. What was the purpose of that? A. Well, I don't know what it contained.

Q. I say, what was your purpose in signing it? A. My purpose in signing it was that he would agree to let me have what money I needed, and that was for a memorandum to show that we had something between us; but it was not to be used, and it was a reason that he said it wouldn't be used in the State Department, so I would get my money in full, \$100,000.

Q. What do you mean by that last sentence? A. Well, the influence would get me the claim in full, the full amount. There was no doubt of the claim, as I considered, but the full amount mightn't be allowed—the hundred thousand dollars.

Q. What did he say about that? A. Well, the agreement was if I would get the hundred thousand dollars; if I didn't get the hundred thousand dollars, of course I was to pay the money to him that I received, and I had confidence in him.

Q. Pay what money? A. To pay the amount, whatever amount he would give. I didn't know what it would be, you know.

53 Q. You mean pay it back to him? A. Yes, certainly.

Q. Suppose the hundred thousand dollars was allowed, what then? A. Well, he would get the full amount, and more than that, I wanted him to go over with me. I wanted somebody over in the State Department, when it was paid, to protect me, for I didn't consider it was safe to have that amount of money alone until I would get it fixed in bank or somewhere, and he was to go with me, and then whatever he thought was justified and right for his friends to get I would have given it to them there in the State Department when I got the money and him with me. That was what I understood.

Q. What was the understanding about these papers being filed or not in the State Department? A. They were not to be filed in the State Department. He said they couldn't be filed in the State Department without they were legally fixed up before a notary public and acknowledged.

Q. Who said that? A. Dr. Dexter. They were not to be filed.

Q. It is alleged in Dr. Dexter's answer or cross-bill that he paid you fifty dollars in cash for this assignment. How about that?

A. I got \$102, all told. He never paid me \$50 at any one time in his life.

Q. What was paid you—\$102, you say? A. Yes; all told.

Q. How was that paid? A. It was paid in different amounts—ten and five, and so forth—in that way.

54 Q. You do not remember the date of this first assignment, do you? A. No, sir; I do not.

Q. Was it about the time you went to the house there? A. I think so; to the best of my opinion, it was. I am not sure.

Q. I mean the time you went there to live? A. It was about that time.

Q. Do you think it was before or after, can you recollect about that? A. I don't remember the time of it at all. I know it was when I came back from New York. I had money with me. I don't know about the time I was in the house, because I was in the house, and it was made out in the house, and it was in the house when I went in and signed it.

Q. Was it before or after you left Murphy's? A. I think it was after, but I am not positive. I don't know the date. I know I went there about the eighteenth or twentieth of January. That is long before I made this other paper.

Q. When you went to Dr. Dexter's house on the 18th of January—— A. (Interrupting.) About that time. I don't know the date exactly.

Q. (Continuing:) Do you know how your claim stood then? A. Yes; I know how the claim stood then, because I know in November when I was going over to the State Department in person myself they treated me with courtesy and told me just how it was. I went

55 in probably once a month and they told me first that the Haytian government ignored my claim then and wouldn't pay it, refused to pay it, and then that they were sending down a demand and were making it out, and on the 16th of December the Hon. John Sherman made a demand on them and told them distinctly that this Government insisted upon a substantial indemnity and promptly paid.

Q. I want you to state a little more clearly, if you can, what you understood to be the consideration coming to you from Dr. Dexter for this assignment.

Mr. NEEDHAM: I object to the form of that question, as to what he understood. He may state what was said. I object to his understanding about it.

Mr. O'CONNOR: I will put it in a different shape.

By Mr. O'CONNOR:

Q. What promises did Dr. Dexter make to you? A. The understanding was that unless I got the full amount of my claim—a hundred thousand dollars—that that was of no account. It was to be the full amount of my claim before that was fulfilled.

Q. What was he going to do about getting the full amount? A.

Well, I suppose by his friends, as he lived here and had sociable friends and friends in the department.

Q. What did he say about that? A. That is what he said—that he had influential friends in the department. I was convinced of the same thing myself, knowing that he was in that business, or being informed that that was his business.

Q. How about the money that he advanced you? What
56 had that to do with it? A. The money that was advanced was in confidence between him and I—that I would pay that. He had confidence in me, and I had confidence in him, and we were to go over to the State Department together. I would have given more than that over there, and told him so, when I got my hundred thousand dollars. I could afford, if I had a hundred thousand, to give it; but he would be with me; I wanted him with me over in the State Department because I needed somebody. I was alone, and I wanted somebody to take with me, in confidence, to see that my money was banked, and then I would give him what he thought was proper to give to his friends for what they done. I would leave that to his judgment.

Q. How long did you continue to live at Dr. Dexter's house? A. I think it was after May or June, from January to some time in June; but I think it was lacking a little of six months. I remember the time; I figured it up, and it was a little less than six months probably a few days less than six months.

Q. It was in June that you left there? A. I think it was in June.

Q. How did you come to execute this assignment, dated February 17th, 1898, which says it is given to justify a previous one? A. That was the one that was mentioned previously that he told me was lost, and at that time he wanted me to sign one in its stead. He had it made out there—I don't know whether it was the same as the first one or not—and I signed it, and while the pen was in my hand I wrote that this was done for a previous one that was lost.

Dr. Dexter didn't notice until afterwards that I had written
57 it, and then he called my attention, and said that I was to sign one without that. I told him, then, what difference did it make? It didn't amount to nothing, and couldn't be used, and when we went over to get our money together it would be all right; that he might likely find the other one, and if he didn't find it when he went over with me to get the money it would be all right.

Q. Here are those words at the end of this assignment of which you are speaking, "This is to justify a previous one that has been lost." A. Yes; I put that down as I signed it, and the Doctor didn't see it until afterwards, and he wanted me to sign one the same as the other, without it, but I didn't know, and I put that down, because I knew it was for one that was lost.

Q. Then, in the original this appears in your handwriting? A. Yes; it appears in my handwriting right there at the bottom.

Q. On the 18th of March another assignment was made. What was the consideration of that? A. The consideration of that was to justify those parties, to show that I was willing to give them

something, and he could give it to any one of them that he wanted to.

Q. Who do you mean by "those parties"? A. His friend that assisted—using influence over there, I suppose.

Q. If he paid you any cash for that, you may state it. A. He paid me no cash for none of those. He paid it that way, in
58 giving money, from the first, amounting to \$102. He didn't give it as he agreed to, because I had to go and get money from Senator Perkins. I got money from Senator Perkins, of California. I got money from Mr. Willis, of Bailey and Willis—

Q. I am talking now about what occurred between you and Dexter, not what occurred between you and other people. Through how long a period did these payments, which amounted to \$102, extend? A. A period of several months.

Q. While you were living at the house? A. Yes.

Q. What do you say was to be done with this last assignment? A. The last assignment was to show to his friends. They had this to show that they would be justified in what they were doing; that is what he said.

Q. What was its purpose; I mean, how was it to be used? A. Well, he could use that if he thought proper, but it showed that he could justify his friends for what they were doing, that I was willing to give something to them for what they were doing. I couldn't give it to them myself, because, as we were situated, I couldn't see or talk with them at all. He had confidence in them, and they had confidence in him.

Q. He states in his cross-bill that he paid you as a consideration for that assignment the sum of \$50 in cash. A. He never paid me \$50 at no one time in his life; he only paid me in that way, as I have stated.

Q. When did you first learn of the settlement of the claim
59 between the Haytian government and the United States Government? A. I think it was May the 2nd. This is the letter from Mr. Moore, the acting Secretary of State.

(Witness produces letter.)

Q. Was it through this letter that you were first made aware of the settlement of this claim? A. Yes, sir; it was through that letter.

Q. How did you receive that letter? A. I received it by mail.

Q. Where? A. In 132 1st street, this city.

Q. At whose house was that? A. Mrs. Murphy's. I was stopping at Dr. Dexter's at the time, but that was my old address and I didn't change it at the State Department.

Q. Did you get this letter, then, from the postman over on 1st street? A. It was delivered there and I got it when I went to the house.

Q. When you went to what house? A. When I went down there. I always went to Murphy's while I was at Dr. Dexter's and ate my meals twice and three times a day.

Q. Did a letter come to you at Dr. Dexter's house? A. Yes; a

letter came to me later on, when it was settled. The date was probably in June and it was sent by the disbursing clerk and the amount of \$2,600, or something, was coming to me. That letter was detained in Dr. Dexter's and I didn't receive it until I found out from the State Department that it had been sent over and it was necessary for me to sign the voucher. So afterwards, 60 when I found that out from the State Department, I made inquiries, and I got the letter in Dr. Dexter's hands.

Q. In what condition was the letter when you got it? A. The letter was all right and the voucher was all right.

Q. I mean was it sealed or open? A. Yes; it was sealed, I think. I don't remember anything about it, but I think it was sealed. I don't think he opened it.

Q. This letter was the letter that you got at the time the money was received? A. Yes, sir.

Mr. NEEDHAM: I object to so much of this testimony as states the purport or contents of the letter which the witness has had in his hand, and which it not in evidence.

The WITNESS: I am giving the date, the 2nd of May, that I was informed by the State Department, by Assistant Secretary Moore, that it was settled, as I stated, for the \$10,000.

(The letter above referred to was thereupon offered in evidence by counsel for the complainant, and, by consent, a copy thereof is filed herewith, marked "Exhibit Campbell No. 2.")

By Mr. O'CONNOR:

Q. During the fall of 1897 and the winter of 1898 what was the condition of your health? A. My health was very poor all the time. It has improved a little, but it isn't good now.

Q. What was the condition of your eyes? A. Well, one 61 eye, since this occurred, I have never seen out of from the time I got away from Hayti, and the other eye is a good deal impaired.

Q. How was it during that time? A. It was very poor. I don't read much.

Q. Were you able to use it very much? A. No. I wrote, whether I saw or not. I wrote by the hand—by the motion of the hand.

Q. Did you have any occupation here except looking after your claim? A. No; I never was able to do anything since; for ten years I never was able to follow my occupation. Sometimes I would think I could and I tried it once or twice, and I seen I made a failure so I gave it up.

Q. These assignments were finally filed in the State Department, I believe? A. I understood they were, but never by my consent or knowledge.

Cross-examination.

By Mr. NEEDHAM:

Q. Mr. Campbell, are you a native of the United States? A. I am a citizen of the United States.

Q. Were you born here? A. That is disputed. I was naturalized here. I am a naturalized citizen here.

Q. Where were you born? A. That was in dispute. There was a dispute as to my birth. I was educated in Worcester, Massachusetts.

62 Q. Where did you live before that? A. Before living in Massachusetts?

Q. Yes. A. I lived in the State of Maine:

Q. Where did you live before your living in Maine? A. I was in Europe.

Q. Where? A. In different parts. I disremember. I was in different parts of Europe there.

Q. Do you remember any place where you were in Europe? A. Yes; I was in Edinboro, I think. I was in Paris; I have been in Brussels; I have been in Ireland; I have been in Dublin.

Q. Where did your father and mother reside? A. That I could not answer.

Q. Do you know? A. I could not answer. I have been away from my people. I haven't heard from them for a long time—since I left the Holy Cross, Worcester, Massachusetts.

Q. Where were they when you last heard from them? A. I don't know. I was in Alaska, when I heard by letter from another party that they were dead.

Q. Where were they living? A. I disremember.

Q. Do you remember what country they lived in? A. No; I disremember. I think my father and mother were in Ireland.

Q. Did they live in Ireland? A. I believe so.

63 Q. Were you born there? A. The supposition is that I was. I was told I was and I was told I wasn't; but I am informed I was born over in Ireland, and when I came here I was naturalized in the United States. I came here under age.

Q. What is your occupation? A. My occupation is engineer and miner and prospector. I was educated in Worcester, Massachusetts. The records there show that I was born in North Bridgewater, but I know that I was born in Ireland.

Q. What kind of an engineer are you? A. A marine engineer.

Q. Did you ever follow that occupation? A. Yes.

Q. Where? A. Well, in different places. I was in the Panama Railroad Company's employ.

Q. How long were you in the employ of the Panama Railroad Company? A. Oh, at different times. I couldn't tell exactly how long ago it was, since I have no way of telling, except I got a memorandum of it. I was down in the isthmus when Mr. Sullivan and their employes and the dredging company were working on the Isthmus of Panama.

Q. What did you do for the Panama railroad? A. Well, I was engineer in some of their steamers, and I was engineer in other steamers that belonged there.

Q. You acted as engineer? A. Yes.

Q. What were you doing at the time this accident occurred to you? A. At the time the accident occurred to me I was in New

64 York. I came on by sea from California. I was intending to go out to California, and I was intending to go down and mine on the St. Mary's river, in Central America. I was undecided whether to go there or out to Alaska, where I had been.

Q. You had been out to Alaska prospecting for mines? A. Yes; I had a claim there years before that was my own.

Q. Now, you came back to New York. What were you doing in New York? A. I came on a visit to see friends there and in Washington.

Q. How did this accident occur? A. The accident? I don't know as this has anything to do with my suit here.

Q. How did the accident occur? A. The accident, where?

Q. The accident for which you made a claim against the Republic of Hayti. A. The accident occurred down there in Cape Hayti.

Q. What were you doing there? A. I was employed to go down to the West Indies as chief engineer of American steamers, as I understood it, and that was the arrangement; but this has nothing to do with this case here at all.

Q. Did you act as engineer for any American steamer? A. Down there? No; I didn't, because there were no American steamers there.

Q. How did you go? A. I went down on an American steamer—the Clyde—as a passenger. My fare was paid by this firm in New York.

65 Q. Who employed you? A. A man named Husted and Company.

Q. Were you paid a salary? A. I was to get a salary.

Q. Were you paid a salary? A. I was paid a month's pay; a note, and so forth. I was to be paid a salary. I was on a salary to go on American steamers.

Q. How much were you paid? A. About \$250 a month.

Q. How many months were you paid this salary? A. I object to receiving the money from this man, when he offered me \$250, before I went down there, and then I said to him, Why not give me a note? That I mightn't go; that some accident might occur. Then he turned to — and said, "Why, of course, this is all right." I told him I wouldn't accept it then, but that I would come the next day, because I didn't know as I would go. I thought I would tell somebody else about it, as I was thinking of going out to Alaska or Central America. That was my idea.

Q. Did you go back the next day and make an arrangement? A. I went back the next day and accepted.

Q. Did you take a note? A. Yes; I took a note.

Q. For how much? A. \$250.

Q. Was it paid? A. It was afterwards I understood. I received the money when I came back from there from the man that I gave the note to.

66 Q. You did not get it until you came back? A. Well, I got it there, and the note was paid, probably, when I went out—when I went away. Probably it was paid the next day or so. I don't know when the man got it.

Q. You left the note with somebody for collection, did you? A. Yes. The same man gave me the money; the man that gave me the note gave me the money when I came back.

Q. You paid your passage? A. No; they paid my passage.

Q. They paid it? A. Yes, sir.

Q. Well, after you got down there what happened? A. After I got down there they turned to and the Haytian officers came aboard the ship that I was on and they mustered all the men. I stayed aft with the cabin passengers, and they mustered the men up, and there was about twenty-five sailor men there, and they were bewildered, and then they sent for me, for I didn't pay no attention to them. These captains were on the ship, and they had their feathers and so on, you know, and I paid no attention, and then I was sent for. They said there must be a chief engineer; there were other engineers there—assistant engineers—and there must be a chief engineer. I came forward, and I showed them my contract; told them that that was my agreement, and that I was willing to go on any American ship. They said no, there was none, and that I would have to go on that ship. I said, "She is a pirate; she is a Haytian man-of-war." They said, "No; she isn't exactly one." I said, "Then she is a pirate," and I refused to go, showing a letter that I had from General Gilmore that I got at Charleston at
67 the time he was down there in Charleston harbor, in April, 1862. That was the first engagement that I was on down there, and General Hunter was in command then, and General Gilmore and I fell in, and he gave me a letter.

Q. What were you doing? A. I was on Hunter's flagship; on his flagship.

Q. What were you doing? A. I was on their flagship.

Q. What was your post, your position? A. I was doing everything that I was ordered to, that the Government officials ordered me to do.

Q. What was your position? A. I was in the engineer's department. Sometimes I was on duty and sometimes I wasn't at certain watches.

Q. In the engineer's department? A. Yes, sir.

Q. The records show that, I suppose? A. I suppose the records will show that, if they kept them.

Mr. BROWN: While counsel for Mr. Campbell do not desire to prevent a full cross-examination on matters touched upon in the direct examination, we object to any extended examination of the witness as to the merits of his claim against the Haytian government as not having any bearing on the question in dispute between Dr. Dexter and himself.

By Mr. NEEDHAM:

Q. What was the basis of your claim against the Haytian government? What was it for? A. For injuries received. My
68 teeth and my eyes were knocked out; all the upper side of my teeth was broken when I was thrown into the sea.

Q. When did that occur? A. It occurred down there at that time, about the 18th or 19th of April, I think it was. I can't give the exact date.

Q. Was it in a battle? A. They attacked me on the wharf, going down, after I went ashore. I fought desperately; I didn't expect to live, but I fought before I would be forced into being a murderer for them, or be murdered by them if I dared refuse. I did refuse. It was death anyhow, and it couldn't be worse than death, and I might as well go then as to be forced in against my will to do something I never agreed to do, as the others were forced in, in my sight.

Q. That is, forced into service? A. Yes.

Q. You objected to going into the service? A. I objected to going in, because I never agreed to it, and I was never in any foreign service.

Q. And they undertook to impress you into the service; is that it? A. Yes; to impress me into the service. They took the others off the ship, but I wouldn't go.

Q. You would not go? A. No.

Q. And in your refusal to go you met with this accident? A. Yes; certainly. It wasn't an accident, because they were determined to attack me on the wharf, and the soldiers were all right there.

Q. Do you mean that they assaulted you? A. Certainly, 69 they assaulted me, and I fought when I was on the wharf. I wanted to get a little boat to take me out; but it was death anyhow, and you might as well fight. I didn't expect to live.

Q. You did get away? A. I got away when I got in the sea, with my eyes bleeding and the barnacles cutting right through my hands, there; they took the flesh off of my hands. Then I got in the little boat and I passed out, at one o'clock, on the little boat, and I passed the fleet at night. It was morning before I got there, and then this party followed me up, and I was informed there that they would put me in prison, and of course I know what those Spanish are. If a man is worth a thousand dollars he is a don, and then they can order a poor man to be put in prison without any charge, and he is kept there until he rots. I knew that, and I wasn't going to be put in any of their prisons. I was going to be get away or be killed.

Q. Did you get onto an American ship and come to America? A. I got on the "Roulette," through the American consul there, and paid my fare, with Captain Blake.

Q. You paid your fare, did you say? A. I paid my fare everywhere, from that time on, going back.

Q. At what time did you get back? A. I disremember now. It was the same year, of course. I got back as fast as I could get back. I was landed at the Delaware breakwater. The captain was afraid I would die on the vessel, and his wife was aboard, and he said he would give his testimony. I have never seen him since, but he said he would give his testimony—he and his wife. I wasn't 70 able to walk aboard the schooner there. I was carried aboard the schooner and he refused to take me at first. The consul

said he would have to take an American citizen, whether he wanted to or not, but he didn't want to take me, as I was sick. I was carried aboard, as I said. They did not expect me to live on there, because this eye was out and the other was so inflamed that I couldn't see, and they had to carry me. Then, when they landed me at the Delaware breakwater, they got the doctor, and I stood on the hatch, at the top, like that (indicating). I stood up like that, and the doctor says, "You are sick." I told him, No; I was going to Dr. Strawbridge, in Philadelphia, for my eye, and he then allowed the captain to land me; but I didn't let them land me there, for fear they would put me in the hospital, and I made them land me on the other side, and then I got up to Philadelphia.

Q. Have you followed your occupation since that time? A. No; I tried to, but I saw it was a failure, because when I got on board of the ship I would make them carry out my orders, and I might give wrong orders.

Q. Have you been in any employment since that time? A. I have tried it two or three times, some years ago, but not in the last four or five years. There is no use in my trying. I know that I might give a wrong order, and I would have it carried out, and that wouldn't do. The men were kind to me on the steamers, and they turned to and done the work themselves. When I got in I seen that I wasn't fit to undertake the work; it would be unjust for the owners to take charge of me. I would go into Norfolk and get
71 a position right enough and be all right there; but when I got in my ship, while I was right enough for a time, I seen that I was making mistakes myself.

Q. Have you been in any other occupation or employment since? A. No; not since.

Q. Since that time you have not been engaged in any employment which has brought you in any income? A. No income whatsoever; only two or three times I tried it for a short time—a week or two—and the men done the work. When I would be sitting down I would think I could do the work all right, but when I tried it on the steamer I failed.

Q. When you came back to New York did you have any pay due you? A. Pay due me?

Q. Yes. A. No pay due me, but this due bill that was left, that I left with this man, and he gave me the money.

Q. You got your \$250? A. I got my \$250.

Q. Did you have any other property? A. Well, there was some mining ground in California. I don't think I ever got anything out of it.

Q. Did you sell it? A. No; I never sold it.

Q. Did you get anything from it? A. No; nothing from it. I was thinking of going out there, but then I stopped and I wouldn't go.

Q. Did you have any other property? A. No. I was in debt to these parties—friends of mine.

72 Mr. BROWN: Just answer the question.

The WITNESS: No; I didn't have any other property.

Q. You say you were in debt? A. No; I wasn't in debt, but I have been in debt since that time.

Q. That is, I suppose, for your living expenses? A. Yes.

Q. You had to run in debt for them? A. Yes.

Q. You say you got this letter dated May 2nd, 1898, at Mrs. Murphy's? A. Yes.

Q. Did you go there every day for your mail? A. Yes; I went there every day for my meals.

Q. So that you got it as soon as it was delivered? A. Yes; it was delivered—there was a letter for me, and I would naturally get it.

Q. You say that there was another letter that came to Dr. Dexter's? A. Yes.

Q. Have you that letter? A. That letter was from the disbursing clerk. I think I could find it somewhere, but those papers are all mixed up, and I haven't got it here.

Q. Have you that letter? A. I think I could find it somewhere. I think it came through Dr. Dexter.

Q. Do you remember the date of it? A. No; I don't remember the date of it.

Q. Do you remember who signed it? A. It was this dis-
73 bursing clerk that signed the letter, and he went on that commission, as far as I understand. He was the disbursing clerk in the State Department.

Q. Will you look for that letter and produce it? A. I will try and get that letter; yes. I know I can find the name of the gentleman. I have seen him, the one that signed the letter.

BERNARD CAMPBELL,

By the Examiner, by Consent.

Subscribed and sworn to before me this — day of —, 1899.

_____,
Examiner in Chancery.

Mrs. MARY MURPHY, a witness of lawful age, called by and on behalf of the complainant, after being duly sworn, is examined—

By Mr. O'CONNOR:

Q. Where do you live, Mrs. Murphy? A. I live at 132 1st street northwest, and 209 1st street. I don't suppose it makes any difference which the number is.

Q. You keep both houses? A. Yes, sir. I keep both houses, and 114 1st, also.

Q. You are married? A. Yes, sir.

Q. And your husband is living? A. Yes, sir.

Q. What is his name? A. John.

Q. How long have you known Mr. Campbell, the com-
74 plainant in this case? A. I have known Mr. Campbell for at least five years.

Q. How did you become acquainted with him? A. Well, he came to my place at one time and asked for a cup of coffee. He

saw the sign out and he found out, I suppose, that we were sociable people and I suppose it suited his ideas, and he asked us if we had a room for rent. He was talking to my husband and he had asked us for a cup of coffee, and then we had some conversation, and of course we found out about him that way.

Q. Then he did go there to board, did he? A. Yes, sir; he was boarding at my house for quite a while before this occurrence.

Q. He boarded there at different periods when in Washington? A. Yes, sir; at different periods; ever since he got acquainted with us. He always came to our house when he came into town, after that.

Q. I want to call your attention particularly to the fall of 1897, up to the middle of January, 1898. A. Yes, sir.

Q. Was he at your house during that period? A. Yes, sir; he was at my house during all that period.

Q. What was his condition of health at that time, Mrs. Murphy?

A. His health was very miserable. He lived on nothing but bread and coffee, and his health seemed to be giving way. He acted like some one that really was not responsible. In fact he made my business miserable. He made it miserable for every one in the house. My husband suggested to me on several occasions to get

75 rid of him, but I was too compassionate, and I felt too sorry for him, taking into consideration his circumstances; and I said, "Well, we will try and have patience with him." He

disagreed with every person in the house. He had a fuss with them. I couldn't seat him with anybody at the table, to eat, but he would fuss with them. He would get right up and take the plate off the table if they would ask him a civil question.

Q. What was his appearance physically? A. Oh, that of a very weak man, hardly able to drag along, as I could bring 50 other persons to testify.

Q. How was he as to being fleshy or thin? A. Well, when he was there he was looking after his claim then and it was worrying him.

Q. You did not say how he was as to being thin or otherwise?

A. Thin. Why, he looked like my brother, who was nearly dead with consumption at that time. When he talked you could see his teeth right back to both of his ears. He looked like a shadow.

Q. About when did he go to your house that fall? A. Now, I couldn't tell you the exact date, Mr. O'Connor. If I could go and refer to the books, I could tell you, but not without that, because I have so much business.

Q. Was it in the fall? A. I think it was in the fall, to the best of my opinion, but I could tell you the exact day if I went to my books.

Q. I do not care especially for that. About how long do you think he was there on that occasion? A. Upon my word, I don't think I could really say.

76 Q. Was it a couple of months? A. Oh, yes, most decidedly; it was a couple of months or more.

Q. How was he, particularly just before he left your house

or at the time he left your house? A. He was so actually foolish, you know, that he fussed with every person that he ever came in contact with and he would have a falling out with them. You might know that he was in a peculiar condition, for he fussed with people so that he came in contact with every morning. They didn't know his ways, and they would perhaps ask him a civil question, and he would fuss right there with them, and place me in a very embarrassing position all the time.

Q. What was the occasion of his leaving the house? A. When he left my house the last time I don't know. It seemed to me that he didn't get along because the people were all worrying him.

Q. You did not cause him to leave? A. Oh, my, no; I did everything in my power for Mr. Campbell. I offered him the best my house could afford.

Q. He was eating at your house? A. Eating; yes, sir; he lived on bread and coffee, and I offered him the best my house could afford, and I told him never to worry a bit about where the money was coming from, for I didn't look for it. I told him if he needed money for his laundry or anything he could have it from me.

Q. Do you remember any occasion prior to the time when he finally left when he got up in the night and left the house? Q. Yes; I could tell you the very day and date if I had my book of that night. He left the house at two o'clock in the morning.

77 My husband and I was living — 209 1st street. My husband came home to me at three o'clock, and he said, "Well, what do you think is the matter?" He said, "Mr. Campbell got up at two o'clock and brought his grip downstairs and told me to take charge of it, as he was going to leave." I said, "What did he say was the matter?" He said, "He didn't assign any reason whatsoever." Well, Mr. Murphy is very peculiar sometimes, and I said, "Did you say anything to him?" He said, "Not a word." I said, "I am afraid you did." I said, "Now, you know very well that I always tried to do the best I could for poor Mr. Campbell," and I said, "I should feel very much embarrassed if you said anything to hurt his feelings." He said, "I never said a word to him." So he left without assigning any reason for it, and he came back in the morning for his grip. So I said, "Mr. Campbell, what is the trouble? Did Mr. Murphy say anything to hurt your feelings?" He said, "Not a thing." He didn't assign any reason whatsoever for leaving.

Q. Then did he come back there and stay again? A. Yes; he came back and stayed. He rented a room in 209 1st street. He changed the place from 102 to 209, and then he had a big fuss with another young man in the house, Mr. Manns; he was chef in the Catholic university, and Mr. Campbell went out to the Catholic university and wanted to have him discharged for nothing whatsoever. He had a little fuss with this young man, and he told me he would leave the house just because I wouldn't send this Mr. Manns away. He left 209, too, because he said this Mr. Manns didn't suit him. Manns never came in contact with him; he was

just as quiet and peaceable a young man as ever came into my house.

78 Q. Mr. Campbell is now living at your house? A. Yes, sir; he is living at the same house now, 209.

Q. How does his condition, mentally and physically, now compare with what it was then? A. Well, the physical condition is a little bit improved, but as far as the mental condition is concerned, he is just as bad.

Cross-examination.

By Mr. NEEDHAM:

Q. You say, Mrs. Murphy, that you can get the exact dates that he was at your house in 1897? A. I can get the exact dates; yes. I think I can.

Q. In 1897 and 1898? A. In 1897 and 1898; yes, sir. I can get every exact date of 1897 and 1898. I have them in my books.

Q. Will you get those dates and give them to the stenographer? A. I will, sir—the date of his coming and the date of his leaving.

Q. Each time he was there? A. Yes, sir; I will hunt my books up and I am decided, I am positive, that I can get the exact day and date on both occasions.

Q. When can you give those to the stenographer? A. If somebody will call down at my place tomorrow, some time. I will hunt them up and it will probably take me some time to hunt the books up and see.

Q. I just want the dates for the years 1897 and 1898. A. Yes, sir.

Q. Did he pay you for his board? A. He never paid me.
79 He didn't have any money; that is the reason why I took what I did. If he had had any money, I never would have taken what I did take, but he didn't have any money.

Q. He did not pay you at the time? A. He didn't pay me at the time.

Q. But he had paid you since? A. Oh, yes, sir; he paid me afterwards, but if he had had his money then I never would have suffered what I did with him.

Q. You say you let him have money? A. I told him if he wanted anything—he seemed to be worrying so, and everything, that I told him not to worry, that my home was always there for him, and if he needed any money for his laundry and various essentials he could have it.

Q. Did you let him have any money? A. He wouldn't take it. He was one of those men who wouldn't accept it.

Q. So you did not let him have any money? A. No, sir. Well, I did a few times, of course, something like a quarter, a little small amount like that, on a few occasions, but nothing to amount to very much.

MARY MURPHY,
By the Examiner, by Consent.

Subscribed and sworn to before me this — day of —, 1899.

_____,
Examiner in Chancery.

80 ROBERT W. PARKHILL, a witness of lawful age, called by
 and on behalf of the complainant, having been first duly
sworn, is examined—

By Mr. O'CONNOR :

Q. Mr. Parkhill, you live in Washington now? A. Yes, sir.

Q. Were you living in Washington in the fall of 1897 and the
winter of 1898? A. Yes, sir.

Q. Where were you living then in Washington? A. 132 1st
street northwest.

Q. At Mr. and Mrs. Murphy's? A. Yes.

Q. Did you know or see Bernard Campbell there at that time?
A. Yes. I suppose his name was Bernard; I never heard his first
name.

Q. Well, Mr. Campbell. He is the man who had a claim against
the Haytian government? A. Yes, sir.

Q. What opportunities did you have to observe him there—I
mean how often would you see him? A. Well, I saw him there
every day for a long space of time; I suppose several months—
maybe four, five, or six months; something like that. I am not
sure about the exact time.

Q. Are you a friend of his or an intimate acquaintance?
A. No.

Q. What was his appearance to you at that time, physic-
81 ally? A. Well, I should take him to be a man physically
 in a very weak condition, judging from his outward ap-
pearance.

Q. How did he appear mentally? A. He was worse mentally
than physically.

Q. How would you regard him mentally, from your observation
of him? A. Well, I should regard him as a thoroughly irrespon-
sible man.

Cross-examination.

By Mr. NEEDHAM :

Q. How long did you board at Mrs. Murphy's in 1897 and 1898?
A. I can't give you just the exact number of days, but I was there
the greater portion of the fall and winter of 1897 and 1898.

Q. Did you occupy a room with Mr. Campbell? A. Yes; we
were occupants of the same room.

Q. About how long a time were you rooming together? A. Pos-
sibly two or three months; maybe four.

Q. Was it a large room? A. Comparatively large; almost as
large as this.

Q. Were there one or more beds? A. There were three or four.

Q. Three or four beds? A. Yes.

Q. How many occupants in the room besides yourself? A. Very seldom more than us two.

Q. Were there others there at the same time? A. In the house you mean?

82 Q. No; in the room. A. Occasionally; not always.

Q. How many beds did you say there were in the room? A. To be precise, I should say five, I think.

Q. Single beds? A. Yes.

ROB'T W. PARKHILL.

Subscribed and sworn to before me this 22d of June, 1899.

JOHN W. HULSE,
Examiner in Chancery.

Mr. O'CONNOR: I offer in evidence the message from the President of the United States to the Senate of the United States in relation to the claim of Bernard Campbell, being Senate Document No. 73, Fifty-fifth Congress, second session.

Mr. NEEDHAM: I reserve the right to object to the materiality of this document, but I do not object to the form or the method of proving the contents.

(Said document is filed herewith, marked "Exhibit Campbell No. 3.")

The further taking of these depositions was thereupon adjourned until Thursday, May 27th, 1899, at 3.30 o'clock p. m.

83

WASHINGTON, D. C.,

THURSDAY, *April* 27, 1899—3.30 o'clock p. m.

Met pursuant to adjournment.

Present on behalf of the complainant, Mr. O'Connor and Mr. Brown.

No appearance on behalf of the defendant.

(It was agreed by and between counsel for the respective parties that complainant's counsel may proceed with the examination of witnesses at this session with the understanding that if, after their testimony has been reduced to typewriting, counsel for the defendant desires to cross-examine them they will be recalled for that purpose.)

RICHARD MCGINIS, a witness of lawful age, called by and on behalf of the complainant, having been first duly sworn, is examined—

By Mr. O'CONNOR:

Q. You reside in Washington, Mr. McGinis? A. Yes, sir.

Q. Did you reside here in the fall of 1897 and the winter of 1898? A. Yes.

Q. Did you know Bernard Campbell, the complainant in this case, at that time? A. Yes.

Q. Did you know where he was living then in Washington? A. There was two places where he was living at that time. I don't

know exactly when he moved from one place to another. I know he was living with Mr. Murphy, at the corner of First and B northwest, I guess it was. I know when he went to live with Dr. Dexter, though I didn't know where Mr. Dexter lived.

84 Q. You were personally acquainted with him in that year, were you? A. Yes.

Q. Now, I want to ask you if you had any conversation with him about money matters. A. Nothing more than we would be talking, once in a while, about his claim against the Haytian government. I told him, at times, that if he was short or anything he was welcome to call on me for money at any time mostly. I told him that to that effect. Somewhere about that time I gave him—well, he didn't ask me for anything that day, but I supposed that he was a little short of money and I handed him a little money—I forget now what it was—and he took it that day. Shortly afterwards, a few days probably, he gave it back to me, along with a little piece of his mind, telling me not to do it again. Of course I didn't mind that. I knew he was bothered and a little eccentric, so I didn't say any more to him. However, shortly afterwards he asked me if I would help him out again, and I done so. I told him when he was short to call on me and it would be all right. I didn't mind him. I knew that he was worried and worked up over his case, and I didn't take any offence at what he had said to me at all.

RICHARD MCGINNIS,
By the Examiner, by Consent.

Subscribed and sworn to before me this — day of —, A. D. 1899.

_____,
Examiner in Chancery.

85 JOHN MURPHY, a witness of lawful age, called by and on behalf of the complainant, having been first duly sworn, is examined—

By Mr. O'CONNOR:

Q. Where do you reside, Mr. Murphy? A. First and B; 132 First street northwest.

Q. Do you know Mr. Campbell, the complainant in this case? A. I have known him about five years, a little more or a little less.

Q. How did you become acquainted with him? A. Well, he happened to come around there and he asked me my ways and what business I was in, and he said he thought I conducted a place for boarding, too. I told him, Yes. He said he had a place, but he was somewhat bothered about the house. So he stayed one night with me, and kept on and liked it so well that he stayed there right along. He said it put him in mind more of home than anything else; he went right on staying there. He always settled everything with my wife, and she kept everything in the book, day and date.

Q. About what year did you first know him? A. Well, I knew him about when he first came to Washington, pretty near.

Q. When was that? A. Well, I knew him, I suppose, about the

first of when he came to Washington, four or five years back. He stayed a little while down here at the Mount Vernon, or some place, before he came to me. Then when he went away and came back the Mount Vernon man had sold it out, and some way or another he had it tangled up; so he went down here and he didn't like
86 it, and so he came down to me. I didn't ask him how long he stayed in those places, but I don't think it was very long.

Q. Then you have known him for four or five years? A. Yes, sir.

Q. Do you remember of his being at your house in the fall of 1897 and the winter of 1898 up to January? A. Yes, sir; he has been there, off and on, for five years, going and coming.

Q. What was his condition then? A. Well, I didn't like to talk to him. It seemed like he was bothered considerable sometimes. It seemed like he would tell me from day to day he would have the thing fixed up, and that day would come, and he was disappointed, and it seemed like he was rattled around so that I didn't care about bothering him.

Q. What was his condition physically? A. Well, it seemed like he didn't—you mean on the line of appetite, and so forth?

Q. Yes. A. Well, I don't know; I don't think that his mind was settled down. It seemed like he took something very hard, like that.

Q. How would he eat? A. He would eat very slow, as if there was always something bothering him. He would eat a little at a time.

Q. Did he eat at your house? A. Sometimes he would eat, and sometimes he wouldn't. He was a great man for reading.

Q. Do you remember about his leaving your house in the
87 night at one time? A. Yes; he left one night, very late in the night. He had a fuss with nearly every one in the house. I never talked with him—sometimes, maybe, not once in a week—because I was afraid he would fly at me.

Q. What occurred then, when he left? A. Oh, I don't know.

Q. What time of night was it? A. It was away in midnight somewhere.

Q. When did he come back again? A. I have forgotten when he came back, because I didn't take account, you know. He would come and go, and I have so many people.

Q. I mean did he come back the next day? A. I just disremember. My wife has got it in the book, and she kept account of it, and he paid her. I don't know whether he—

Q. When he left your house that winter what was the occasion of his leaving—what was the cause for it; was there any cause? A. I don't know. I know he was bothered up so around there that he didn't want no one to talk to him. Why, he went down to the other house that I had there, and he was reading the paper, and a little baby about three years old hit the paper up, and he was going to hit it, and three or four men around there was going to have a riot. I told those men to take no notice of him; that he had con-

siderable trouble on his mind about something, and that he was an old man.

Q. Did you cause him to leave the house or did he leave on his own account? A. No; I didn't cause him. He took the notion himself. I never said anything to him.

88 Q. So this leaving was voluntary on his part? A. Yes; I didn't take no notice of him at all.

JOHN MURPHY,
By the Examiner, by Consent.

Subscribed and sworn to before me this — day of —, A. D. 1899.

— — —,
Examiner in Chancery.

JOHN J. HURLEY, a witness of lawful age, called by and on behalf of the complainant, having been first duly sworn, is examined—

By Mr. O'CONNOR:

Q. Where do you reside, Mr. Hurley? A. At No. 10 Massachusetts avenue northeast.

Q. About how long have you lived in Washington? A. About 40 some odd years.

Q. Do you know Mr. Campbell, the complainant in this case? A. Yes; I have known the old gentleman, I believe, for six or seven years.

Q. Where have you known him, in Washington or elsewhere? A. In Washington alone.

Q. Have you had any relation with him in the way of money matters? A. I have loaned him trifling sums. I offered him larger sums, but he said he wanted the loan of a quarter, or something like that. I have offered him four or five dollars at a time, and the old gentleman never would take it. He said he didn't need it.

89 Q. Do you remember of seeing him here in the fall of 1897 and the winter of 1898? A. Yes; I saw him here in 1897.

Q. That was the year preceding the allowance of his claim? A. Yes, sir.

Q. Did you have any talk with him then about money matters? A. I don't know whether it was as far back as that; but he once asked me to get a suit of clothes for him, and I was ready to endorse the old gentleman for a suit of clothes.

Q. I understand from what you say that you were ready to give him more than he really wanted? A. Yes, I was always willing; and when I thought he didn't have a home I offered to give him a home in my own house or the house adjoining mine, the house of my daughter. I offered to give him a room there if he wanted it, and he declined it, saying that he was provided for.

Q. You knew at the time that you speak of that he had a claim against the Haytian government? A. I knew he had a claim; but I gave it to him, thinking the old man was a worthy man and had been imposed upon. I felt that I was doing an act of charity if

I could do anything to help him along until the time was come when he could get it. Still, oftentimes he wanted to repay me the small and trifling sums I gave him.

90 Q. You never took any security? A. I never took any security—no—because he had shown me his papers, and I knew he was telling me the truth. I never expected to get any return for it, nor neither did I give it with that purpose. I have often offered the old man money and told him if he was short of money to come to me any time, and reluctantly he would come to me, and then he would only take a trifling sum, perhaps twenty-five or fifty cents or a dollar—some trifling sum like that. He seemed to have money about him all the time, except occasionally, as I say, when he would get short a little. He seemed to have good friends.

Q. Did you see him frequently? A. Perhaps I would see him two or three times a week, but then not all the time for the purpose of getting anything from me. I would see him passing by our store. I am at Galt and Company's store, and he used to be frequently down there at Mr. Murphy's.

Q. By the way, I might as well ask you where you are employed? A. I am employed at Galt and Company's as book-keeper.

Q. William M. Galt and Company? A. Yes, sir.

Q. At 1st and Indiana avenue? A. Yes, sir. The old man came back once or twice from trips he made North to some of his friends there, and he came back with money and plenty of money in his pockets; because he went back and forth, and he must have had money to pay for his transportation, and he never asked me for any.

Subscribed and sworn to before me this — day of —, 1899.

_____,
Examiner in Chancery.

91 The further taking of these depositions was thereupon adjourned subject to notice.

WASHINGTON, D. C.,
FRIDAY, June 16th, 1899—10 o'clock a. m.

Met subject to call.

Present on behalf of the complainant, Arthur H. O'Connor, Esq.;
present on behalf of the defendant, Charles W. Needham, Esq.

Cross-examination of JOHN J. HURLEY.

By Mr. NEEDHAM:

Q. Did you keep an account of the moneys that you let Mr. Campbell have? A. No, sir.

Q. How many times did you let him have money? A. I could not say, because occasionally, as I say in my testimony, when he would get hard up or would be in need of any little change he would drop by and ask me for a quarter or fifty cents; but, as I

say, I offered more, but he would never take it, as he expected money from other quarters.

Q. How many times did you let him have money? A. I could not say. I do not think it was very frequently.

Q. How many times would you say? A. You know it was during my term of acquaintance that he called occasionally——

Q. What do you mean by "occasionally"? A. Perhaps I would let him have some a dozen times during a whole month, and
92 perhaps only twice during that time I gave him a little money.

Q. You never kept an account of it? A. No, sir.

Q. Do you know how much you let him have? A. I could not say with any certainty.

Q. Can you state approximately how much it was? A. No; I could not. It might be a quarter or fifty cents, or it might be a dollar or seventy-five cents.

Q. Do you remember any single instance when you let him have any money? A. I recall this instance that occurred.

Q. Can you fix any instance when you let him have money and the amount of it? A. As to date?

Q. Yes, sir. A. Once that he was going North, I believe, he wanted \$2.50 as car fare.

Q. When was that? A. I could not tell you the date.

Q. In what year? A. I think it was before last June.

Q. Where was he going? A. That I could not say, but I thought he was going in New Jersey some place.

Q. How much did you let him have? A. In that instance, I think it was \$2.50 he asked me for.

Q. How much did you give him? A. \$2.50.

93 Q. Did you take any note or obligation for it? A. No, sir; I never did. No; I thought the poor old fellow was willing and deserving and that he was in need of change, and I gave it to him.

Q. Did you have any obligation or agreement on his part to pay it back? A. No, never.

Q. Has he ever paid back the loans that you made to him? A. I secured for him a suit of clothes which he paid back and some other trifling amounts.

Q. How much? A. About \$50 he paid back.

Q. That was after he got his claim? A. It was after he got his claim. He paid those other bills that I went security for. He paid them all back.

Q. What bills were they? A. As I say, this suit of clothes was one.

Q. How much was that? A. I think that was in the neighborhood of \$15.

Q. What was the other? A. There were some others, but I could not recall what they were, but it all amounted in the neighborhood of \$50.

Q. Can you state any other time where you had gone security for him other than for this suit of clothes? A. No; I do not. There

were some little bills I paid. I do not recollect the circumstances now.

Q. Was this \$50 paid to you? A. Yes, sir.

Q. In money? A. In check. He sent the check on, I think, from New Jersey—New Jersey or New York.

94 Q. Did you pay the bills? A. Yes, sir.

Q. Did you keep any account of them? A. Well, I think I got a receipt from the tailor, but as to any others I do not know that I did. I think I mailed the tailor's bill.

Q. How did he arrive at the amount he was to pay you if you kept no account of it? A. I do not know. The only amount that I recollect clearly was this bill for the suit of clothes.

Q. That you had not paid up to the time you received the money? A. No; I was obligated for it, and as I knew the tailor, of course he took my word for it.

Redirect examination.

By Mr. O'CONNOR:

Q. Where are you employed, Mr. Hurley? A. With Galt and Company.

Q. Which Galt & Company? A. The flour and feed dealers.

Q. At the corner of 1st and Indiana avenue? A. Yes, sir.

Q. You have been employed there about how long? A. From twenty-three to twenty-four years.

Q. What is your office there? A. I am a book-keeper there.

Q. How long did you know Mr. Campbell? A. I think from six to seven years. It might be longer or it might be shorter.

Q. Now, in these dealings with him when you say you loaned him money did you regard him as a trustworthy man? A. 95 I did; yes, sir; because from the first time I made his acquaintance he exhibited his papers to me and showed me some of the correspondence he had from the State Department, which seemed to justify his claim, and I regarded the old gentleman as a conscientious and honest man, and he seemed to be in hard circumstances.

Q. How did he carry out your judgment? Did he finally pay you everything? A. I regard that he paid me fully the amount that I had loaned him. Of course, I had no approximation what the amounts were, but I felt that I was compensated for the outlay.

Q. You do not know consider that he is in any way indebted or in default? A. No, sir; the \$15 was all I had expected of him, but he sent it by check, so he declined to take any change from it, so I felt compensated by the balance for my loans.

JOHN J. HURLEY,

By the Examiner, by Consent.

Subscribed and sworn to before me this — day of —, A. D. 1899.

_____,
Examiner in Chancery.

Mr. O'CONNOR: By agreement of counsel, the testimony of Mr. McGinnis may be signed by the examiner.

(The further taking of these depositions was thereupon adjourned until Saturday, June 17th, 1899, at 10.30 o'clock a. m.)

96

WASHINGTON, D. C.,

SATURDAY, *June* 17, 1899—10.30 o'clock a. m.

Met pursuant to adjournment.

Present on behalf of the complainant, Mr. Brown; present on behalf of the defendant, Mr. Needham.

JOHN MURPHY, a witness heretofore examined on behalf of the complainant, was recalled for further direct examination and testified as follows:

By Mr. BROWN:

Q. Mr. Murphy, you testified in your examination a few days ago in reference to Mr. Campbell being a great reader? A. Yes, sir.

Q. I wish you would explain what you meant by that. A. Well, you see, I heard some talk there, and of course I made a mistake about it, because I never seen him read, you know, but what I was going to say was that I thought he was pretty well posted, you know, on everything. I seen people asking him questions, but for my part I haven't asked him probably twenty-five words a week; whatever transactions he had would be between him and my wife; she kept the books and everything, and of course I took it the wrong way in expressing myself, that was all.

Q. You meant by that that he was well posted on general matters? A. Yes; Government affairs and things. I used to hear people talking to him, and he would answer them, you know.

97 Q. Talking about his case here? A. No; not his case, but several cases about the Government—the time the Spanish war was going to break out, you know—things like that; of course I made a mistake, because I have never seen him reading. I might have seen him with a newspaper going up to the Capitol, or some other way; and of course all the statement I have to make I made in the statement I gave before; that is all I know.

Q. That is the only correction you want to make? A. Yes; that is the only correction.

JOHN MURPHY,
By the Examiner, by Consent.

(Cross-examination waived.)

Counsel for the complainant thereupon announced his testimony closed.

WASHINGTON, D. C.,

WEDNESDAY, *June* 21, 1899—4 o'clock p. m.

Met at the office of Arthur H. O'Connor, Esq.

Present on behalf of the complainant, Mr. O'Connor.

No appearance on behalf of the defendant.

Bernard Campbell, the complainant, after reading his testimony as transcribed by the examiner, desires to make the following corrections to the testimony as heretofore transcribed :

98 On page 20, the answer to the question, "Where did you live before your living in Maine?" should be, "I do not remember."

On the same page, instead of "I was in different parts of Europe there," the answer should read, "I was in different parts of Europe since that time, but always under the American flag and as engineer aboard an American ship. I visited these places when my ship was in port."

On the same page, the words "I have been in Dublin" should be stricken out, as that is a mistake, the witness stating that he never was in Dublin.

On page 21, instead of saying "When I came here I was naturalized," the witness wishes to say, "After I came here I was naturalized."

On the same page, instead of saying "I was born in North Bridgewater," the witness wishes to say "I was from North Bridgewater, Massachusetts." The witness also states that the expression "I know that I was born in Ireland" is incorrect, as he cannot say that he was born there, although he supposes he was.

In the last answer on page 21, "Sullivan" should be "Slaven," and "dredging company" should be "American Dredging Company."

On page 22 the first answer should read, "I was engineer in other American steamers that belonged there."

On same page, in the third answer, the first sentence should read, "At the time the accident occurred to me I was in Hayti."

99 Instead of saying "I came on by sea from California" the witness wishes to say, "I came across the Rocky mountains."

On page 24, in the third answer, "\$250" should be "\$150."

On the same page, in the fourth answer, omit the clause "I received the money when I came back from there from the man that I gave the note to." In the sixth answer omit the clause "gave me the money when I came back."

On page 25, eleventh line, change "No, she isn't exactly one," to "No, she isn't exactly a pirate."

On page 25, fourteenth line, strike out "April."

On same page, last part of first answer should read, "And General Hunter was in command then, and General Gilmore was afterwards in command, and he gave me a letter."

On page 27 the first answer should read, "I do not know on what basis my Government settled my claim, as they did not call on me, but informed me it was settled."

On page 28 the last answer should read, "I got on the 'Roulette' through the American consul at Turk's island, and paid my fare with Captain Blake."

On page 30, first answer, instead of "It would be unjust for the owners to take charge of me," it should read, "It would be unjust to the owners for me to take charge." In the same answer strike out "I would go into Norfolk" and insert "I would go into an office."

On page 31, first answer, it should read, "I got my \$250 before I went away—\$150 in a note and a hundred dollars in cash."

On same page, fourth answer, strike out "I wouldn't go" and insert "I didn't go on account of my injuries."

BERNARD CAMPBELL,

By the Examiner, by Consent.

100 The witness here produces the letter referred to in the first question on page 32, and also the envelope in which it was mailed, for the purpose of having them copied into the record, counsel for the defendant agreeing that copies thereof, instead of the originals, may be filed. Said copies of letter and envelope are marked "Exhibit Campbell No. 4" and "Exhibit Campbell No. 5," and are filed herewith.

101

EXHIBIT CAMPBELL No. 1.

WASHINGTON, D. C., Oct. 4th, 1897.

Your postal of September 14th came to hand. How have you been during the summer? Are you thinking of coming to Washington or will you remain north for a while longer? What do you hear from the minister, Mr. Powell? I would like to see you. If you are not coming here, I may go to New York soon and would like to arrange to meet you either in New York or Brooklyn, or you may suggest where you could meet me.

Let me hear from you as soon as you receive this.

Hoping you are better in health, I am very truly,

J. E. DEXTER,
453 C St. N. W.

I have been making strong efforts to have your claim pushed.

(On postal.)

(Stamp.)

BERNARD CAMPBELL,
38 Congress St.,
Brooklyn, N. Y.

102

EXHIBIT "CAMPBELL No. 2."

T. T.

DEPARTMENT OF STATE,
WASHINGTON, *May* 2, 1898.

Bernard Campbell, Esquire, No. 132 First street northwest, Washington, D. C.

SIR: In reply to your letter of the 29th ultimo I have to say that your claim against the government of Hayti has been settled by the latter agreeing to pay \$10,000 in United States gold, namely, \$5,000 on June 1, 1898, and \$5,000 on June 1, 1899, with 6 per cent. interest from June 1, 1898.

Respectfully yours,

J. B. MOORE,
Acting Secretary.

103

EXHIBIT CAMPBELL No. 3.

BERNARD CAMPBELL.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

IN RESPONSE TO RESOLUTION OF THE SENATE OF DECEMBER 18, 1897, A REPORT OF THE SECRETARY OF STATE, AND ACCOMPANYING PAPERS, RELATIVE TO THE CLAIM OF BERNARD CAMPBELL AGAINST THE GOVERNMENT OF HAITI.

JANUARY 19, 1898.—Read, referred to the Committee on Foreign Relations, and ordered to be printed.

To the Senate:

In response to the resolution of the Senate dated December 18, 1897, I transmit a report from the Secretary of State, and accompanying papers, relating to the claim of Bernard Campbell against the Government of Haiti.

WILLIAM MCKINLEY.

EXECUTIVE MANSION,
Washington, January 19, 1898.

The PRESIDENT:

The undersigned, Secretary of State, to whom was referred the resolution of the Senate of the United States dated December 18, 1897, and reading as follows:

Resolved, That the Secretary of State is directed to transmit to the Senate at an early day all papers and correspondence with the Haitian Government relating to the claim of Bernard Campbell,

has the honor to submit for transmission to that body, if not deemed incompatible with the public interest, the papers on file in this Department relating to the above-mentioned claim, bearing dates subsequent to those of the papers inclosed with the President's message of March 13, 1896, contained in Executive Document No. 305, House of Representatives, Fifty-fourth Congress, first session.

Respectfully submitted.

JOHN SHERMAN.

DEPARTMENT OF STATE,
Washington, January 17, 1898.

102

EXHIBIT "CAMPBELL No. 2."

T. T.

DEPARTMENT OF STATE,
WASHINGTON, *May* 2, 1898.

Bernard Campbell, Esquire, No. 132 First street northwest, Washington, D. C.

SIR: In reply to your letter of the 29th ultimo I have to say that your claim against the government of Hayti has been settled by the latter agreeing to pay \$10,000 in United States gold, namely, \$5,000 on June 1, 1898, and \$5,000 on June 1, 1899, with 6 per cent. interest from June 1, 1898.

Respectfully yours,

J. B. MOORE,
Acting Secretary.

103

EXHIBIT CAMPBELL No. 3.

BERNARD CAMPBELL.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

IN RESPONSE TO RESOLUTION OF THE SENATE OF DECEMBER 18, 1897, A REPORT OF THE SECRETARY OF STATE, AND ACCOMPANYING PAPERS, RELATIVE TO THE CLAIM OF BERNARD CAMPBELL AGAINST THE GOVERNMENT OF HAITI.

JANUARY 19, 1898.—Read, referred to the Committee on Foreign Relations,, and ordered to be printed.

To the Senate:

In response to the resolution of the Senate dated December 18, 1897, I transmit a report from the Secretary of State, and accompanying papers, relating to the claim of Bernard Campbell against the Government of Haiti.

WILLIAM MCKINLEY.

EXECUTIVE MANSION,
Washington, January 19, 1898.

The PRESIDENT:

The undersigned, Secretary of State, to whom was referred the resolution of the Senate of the United States dated December 18, 1897, and reading as follows:

Resolved, That the Secretary of State is directed to transmit to the Senate at an early day all papers and correspondence with the Haitian Government relating to the claim of Bernard Campbell,

has the honor to submit for transmission to that body, if not deemed incompatible with the public interest, the papers on file in this Department relating to the above-mentioned claim, bearing dates subsequent to those of the papers inclosed with the President's message of March 13, 1896, contained in Executive Document No. 305, House of Representatives, Fifty-fourth Congress, first session.

Respectfully submitted.

JOHN SHERMAN.

DEPARTMENT OF STATE,
Washington, January 17, 1898.

List of papers.

From Mr. Gresham to Mr. Smythe, No. 91, April 3, 1895.
 From Mr. Smythe to Mr. Olney, No. 188, March 17, 1896.
 From Mr. Olney to Mr. Smythe, No. 136, March 20, 1896.
 From Mr. Olney to Mr. Smythe, No. 142, April 2, 1896.
 From Mr. Smythe to Mr. Olney, No. 195, April 7, 1896.
 From Mr. Smythe to Mr. Olney, No. 201, April 16, 1896.
 From Mr. Olney to Mr. Smythe, No. 151, May 2, 1896.
 From Mr. Olney to Mr. Smythe, No. 174, January 8, 1897.
 From Mr. Smythe to Mr. Olney, No. 232, February 6, 1897.
 From Mr. Olney to Mr. Smythe, No. 180, February 8, 1897.
 From Mr. Olney to Mr. Smythe, No. 186, February 23, 1897.
 From Mr. Smythe to Mr. Olney, No. 240, February 26, 1897.
 From Mr. Sherman to Mr. Smythe, No. 190, March 10, 1897.
 From Mr. Adey to Mr. Powell, No. 4, August 6, 1897.
 From Mr. Sherman to Mr. Powell, No. 11, August 23, 1897.
 From Mr. Powell to Mr. Sherman, No. 16, August 26, 1897.
 From Mr. Powell to Mr. Sherman, No. 28, September 13, 1897.
 From Mr. Powell to Mr. Sherman, No. 54, October 20, 1897.
 From Mr. Powell to Mr. Sherman, No. 70, November 5, 1897.
 From Mr. Sherman to Mr. Powell, No. 77, December 16, 1897.

Mr. Gresham to Mr. Smythe.

No. 91.]

DEPARTMENT OF STATE,
Washington, April 3, 1895.

SIR: Your dispatches Nos. 126, 127, 130, and 131, dated, respectively, the 9th, 15th, 18th, and 23d ultimo, in relation to pending claims of American citizens against the Government of Haiti, have been received. The second incloses a so-called protocol recently signed by yourself and the Haitian foreign minister for the settlement of some of these claims by arbitration.

Your course in signing this instrument in the absence of definite instructions can not be approved. Such conventions can be concluded only with the advice and consent of the Senate of the United States, and it is objectionable for other reasons.

It excludes "American claims against the Haitian Government already examined, diplomatically, judicially, or otherwise," thus barring presentation of the only claims which this Government is prepared to press upon knowledge of their merits, and committing us to the advocacy of certain other claims which have not been examined by the Department with a view to determining whether they are or are not proper for diplomatic presentation.

In your No. 127 you refer to the use of the word "examined," in the last clause of article 5, and intimate that it might exclude certain claims heretofore rejected by the Haitian foreign office. As to this you say: "If the Department accepts the commission I will not proceed until the protocol is modified in this respect." I find in the instrument no provision for its modification or amendment. On its face it is absolute. Your own dispatches are inconsistent on this point. In that of March 9 you treat the so-called protocol as a finality, saying that "on Monday (March 11) the commission will begin its work, which I hope will be of such a character as to remove your objections. I hope to have every claim passed upon before the 10th of April, when I will leave here for Santo Domingo, unless instructed otherwise;" and you write thus, be it observed, of the execution of a contract, the text of which was unknown to your Government and as to which you could not receive definite instructions until the proceedings were well under way. In

point of fact, the instrument mailed by you under date of March 15 did not reach the Department until March 26. And yet, in your No. 127, of March 15, you invite the Department's "decision," promising cheerful acquiescence if it be accompanied by such instructions as will enable you to proceed "in another way."

The President is constrained to disavow your whole negotiation, and you will so inform the minister for foreign affairs.

I am, etc.,

W. Q. GRESHAM.

Mr. Smythe to Mr. Olney.

No. 188.]

LEGATION OF THE UNITED STATES,
Port au Prince, March 17, 1896.

SIR: Recurring to the matter of the claim of Bernard Campbell against this Government, I have to report that the foreign secretary has always insisted that no liability exists in fact, and has suggested facts and conditions that would seem to support his contention. To the end that this legation might be put in possession of all the information obtainable in the premises, I questioned Captain Compton, an American citizen now residing here, and who, so far from favoring this Government, is now leaving here because he has been denounced as a conspirator (unjustly, I am sure), and feels uneasy on account of his family. For this reason I asked him for a statement, a copy of which is herewith transmitted, marked A, and a copy of a letter from the late Mr. Hausted, of New York, explaining the condition under which Bernard Campbell and others embarked for Cape Haitien.

Captain Compton has given me the names of parties at Cape Haitien who, he thinks, can corroborate his statement. I am sure the Department has no wish to lend its sanction to any claim not having the merit of justice, and since I am gravely doubtful of that merit in this instance, I place the facts at your disposal, only suggesting that I might be better able to proceed intelligently by inquiries at Cape Haitien when an opportunity offers. As it will probably be the only claim remaining in this legation at the close of the "business season" here, I am desirous to have the Department's views as to the best mode of procedure.

I have the honor to be, very truly, your obedient servant,

HENRY M. SMYTHE.

[Inclosure A.—Dispatch No. 188.]

Sworn statement of Capt. D. T. Compton, American citizen, made at request of the minister to Port au Prince, in relation to the claim of Bernard Campbell against the Haitian Government, now pending in legation at Port au Prince.

At the date mentioned I was commander of the navy of the provisional government, and wrote Mr. Hausted, then a commission merchant in New York, to send to me at Cape Haitien 4 engineers and 25 men, which he did, as per letter hereto attached. My understanding is and my belief is that all these men knew that they were to serve the insurgent government. When the men reported to me, I explained the nature of the service and offered and gave to others of the men passage home on the *Clyde* steamer. The engineers were to receive \$250 in gold (and did receive in advance the amount per month), which proved that they were expected to go on extraordinary service. All were offered return passage. Campbell refused the service, after which he disappeared. I did not hear of him again. I believe if he had been badly treated I would have known it. I simply heard that he had taken a boat and had gone toward the San Domingo frontier. Six of the men received their return tickets within the month, for which they had been paid at the rate of \$50 per month.

I am no longer in the service of the Haitian Government, and have no reason to make a statement which may be in its interest. It is my opinion that Mr. Campbell has no claim on the Haitian Government.

D. T. COMPTON.

Sworn to and subscribed before me on the 11th March, 1896.

HENRY M. SMYTHE.

[Inclosure No. 2.—Dispatch No. 188.]

NEW YORK, *April 9, 1889.*

DEAR SIR: I received your favor of 27th March; contents noted. I did all I could to comply with your request, and, though it was difficult to find, I succeeded, and 4 engineers and 25 seamen start by the *G. W. Clyde*. All come to your orders. You will please arrange things best possible if some will serve on another steamer.

Mr. Malcolm is engaged to go to San Francisco by the *Haitian Republic*, sold to other parties.

Hoping that you will soon be able to obtain the desired result, I remain,

Yours, truly,

J. HAUSTED.

Captain COMPTON, *Cape Haitien.*

Mr. Jmines & Co. will have list of names of the men. The *Clyde* carries 100 tubes and 1 tube expander for the *Carondelet*. If the want of coal is pressing, you will please ask Mr. Jmines to cable again, else I shall try to use the *Caroline Miller* out again with coal and other goods or ship some coal on the *Ozama* or *Saginaw*.

H.

Mr. Olney to Mr. Smythe.

No. 136.]

DEPARTMENT OF STATE,
Washington, March 20, 1896.

SIR: * * * I note that you say in your No. 182, of February 23, 1896, in reference to the claim of Bernard Campbell, that an impression exists in the Haitian foreign office that the legal proceedings which Campbell has instituted in the State of New York against certain Haitian agents there has concluded the Haitian Government's liability to Campbell on the claim for indemnity which has been diplomatically presented in his behalf. From the information in the possession of this Department, it appears that Campbell's suit in New York is against certain parties who represented themselves as Haitian agents and with whom he made a contract for service in Haiti not connected with warlike operations. His suit is on that contract to recover the consideration promised. The injury upon which his diplomatic claim is based is an entirely separate and distinct thing, as is set forth in the Department's instruction No. 77, of January 31, 1895.

The condition of Mr. Campbell's health makes his case urgent, and the Department hopes that a settlement may soon be reached.

I am, etc.,

RICHARD OLNEY.

Mr. Olney to Mr. Smythe.

No. 142.]

DEPARTMENT OF STATE,
Washington, April 2, 1896.

SIR: I have received your dispatch No. 188, of March 17, concerning the claim of Bernard Campbell against the Haitian Government. You state that the Haitian foreign secretary insists that no liability exists on the part of his Government, and you express doubts as to the merits of the claim yourself. You inclose a copy of a statement of Captain Compton, an American citizen, who was commander of the

navy of the provisional government at the time Campbell claims his injuries were received; also a copy of a letter from Mr. Hausted, of New York, explaining the conditions under which Campbell embarked for Cape Haitien.

These statements merely tend to show that Campbell knew when he started from New York that he was to serve the insurgent government, which is now the established Government. There was evidence to the same effect in the papers submitted to the Department by Campbell. But even if it is admitted as a fact that Campbell knew that he was expected to serve in the insurgent navy, and when he arrived at Cape Haitien refused to do so, this does not relieve the Haitian Government from its liability for the brutal treatment which he is shown to have received at the hands of the Haitian soldiers. The evidence shows that after Campbell had refused to go on the Haitian man-of-war, while he was walking about the wharf at Cape Haitien waiting for the departure of a small boat upon which he had succeeded in securing passage, he was assaulted by Haitian soldiers, cruelly beaten, and thrown into the sea. I quote from the Department's instruction of January 31, 1895, directing you to present this claim:

The presumption is very strong that the assault upon Campbell, following, as it did, immediately after the threats made against him by Captain Compton, was made in consequence of his refusal to take service in the Haitian navy. It appears from the affidavit of William Hogg, one of the persons who went out from New York with Campbell, and who, having agreed to enter the Haitian navy, was in charge of some of their officers, that he saw Campbell struggling on the wharf with the soldiers and wanted to go to his assistance, but was not allowed to do so, and was, as he says, "shoved around the corner so he could not see Campbell."

The Department believes that Campbell is entitled to some indemnity for the injuries inflicted upon him, and you will continue to press the claim.

I am, etc.,

RICHARD OLNEY.

Mr. Smythe to Mr. Olney.

No. 195.]

LEGATION OF THE UNITED STATES,
Port au Prince, April 7, 1896.

SIR: The Department's dispatch No. 136, dated the 20th ultimo and received on the 4th instant, would have been acknowledged earlier but for the failure of the usual mail on Monday.

* * * * *

In respect of the matter of Bernard Campbell, I find it difficult to convince the foreign secretary that it is a claim seriously and formally presented by my Government, but on Wednesday, when I have an engagement to meet him, I will urge the necessity of giving it serious attention.

* * * * *

I am, etc.,

HENRY M. SMYTHE.

Mr. Smythe to Mr. Olney.

No. 201.]

LEGATION OF THE UNITED STATES,
Port au Prince, April 16, 1896.

SIR: I have received, together with some formal dispatches of acknowledgment, etc., your No. 142, in relation to the claim of Bernard Campbell. I coincide with your views entirely as to the liability

of Government under the conditions suggested, but must admit confidentially that I am not satisfied as to the conditions at this stage of the investigation and hesitate to risk impairing the acknowledged influence of this legation with the Haitian Government by insisting on a claim of doubtful merit, to say nothing of other reasons equally potent, but which have hitherto received very little consideration, at least in the diplomacy affecting this poor country. I suggest that the Department authorize me at once to proceed as outlined in my No. 200,¹ to go to Cape Haitien, stopping with the boat at intermediate points, and make an investigation *from Campbell's point of view*. After effecting this and looking after other matters, then I could take Clyde steamer to Santo Domingo City, and, after a brief stay, start from that point on my leave of absence. Please give early reply.

I am, etc.,

HENRY M. SMYTHE.

Mr. Olney to Mr. Smythe.

No. 151.]

DEPARTMENT OF STATE,
Washington, May 2, 1896.

SIR: Your dispatches Nos. 200 and 201, both dated the 16th of April last, have been received.

In response to your request for permission to visit Cape Haitien and other points along that coast for the purpose of ascertaining the facts upon which the claim of Bernard Campbell against the Republic of Haiti is based, I would say that the Department does not perceive how an investigation of the character suggested by you can result in any valuable information. The injury of which Mr. Campbell complains occurred seven years ago and more. It was committed by and in the midst of Haitian soldiers who are probably no longer in the locality of the occurrence, and, the assault being a sudden and unpremeditated one, no evidence except that of eyewitnesses could be of value. The necessity of the proposed visit to Cape Haitien is therefore not perceived.

Mr. Campbell's claim is supported by evidence which establishes his *prima facie* right to a reasonable indemnity. The Haitian Government is expected to pay the indemnity or to rebut the evidence adduced by the claimant.

I am, etc.,

RICHARD OLNEY.

Mr. Olney to Mr. Smythe.

No. 174.]

DEPARTMENT OF STATE,
Washington, January 8, 1897.

SIR: The Department desires you to take up the claim of Bernard Campbell and press for an early decision of it.

I am, etc.,

RICHARD OLNEY.

¹ In his dispatch No. 200 Mr. Smythe asked permission to visit Cape Haitien to make an investigation in the Campbell case.

Mr. Smythe to Mr. Olney.

No. 232.]

LEGATION OF THE UNITED STATES,
Port au Prince, February 6, 1897.

SIR: Replying to your No. 174, in relation to the claim of Bernard Campbell, I beg to say that since my return and to this time I have not adverted to this matter in my conferences with the foreign secretary, because I deemed such a course inopportune. The secretary for foreign relations is also minister of finance, and has taken office under the most adverse conditions. These conditions, it appears, are being ameliorated to some extent, and very soon I will bring the claim alluded to to his attention and insist on some reasonable indemnity. I have heretofore in several dispatches given the Department to understand this Government's extreme reluctance to entertain this claim, and I can only hope to succeed by insisting on the positive instructions I have received from time to time.

I am, etc.,

HENRY M. SMYTHE.

Mr. Olney to Mr. Smythe.

No. 180.]

DEPARTMENT OF STATE,
Washington, February 8, 1897.

SIR: Referring to previous correspondence in regard to the claim of Bernard Campbell against Haiti, I have to request you to report at the earliest possible date what progress has been made toward its settlement.

I am, etc.,

RICHARD OLNEY.

Mr. Olney to Mr. Smythe.

No. 186.]

DEPARTMENT OF STATE,
Washington, February 23, 1897.

SIR: I have to acknowledge the receipt of your No. 232, of the 6th instant, stating that you thought the present moment inopportune for bringing the claim of Bernard Campbell to the attention of the Government of Haiti.

The Department is disposed to yield to your judgment as regards the opportune time, but desires you to bring the matter up at the earliest possible moment.

I am, etc.,

RICHARD OLNEY.

Mr. Smythe to Mr. Olney.

No. 240.]

LEGATION OF THE UNITED STATES,
Port au Prince, February 26, 1897.

SIR: Replying to your No. 180 in the claim of Bernard Campbell, I have to say that since my last dispatch in this behalf I have written to the secretary of foreign affairs, reiterating my demand for a settlement of this claim, and am in daily expectation of his answer.

I am, etc.,

HENRY M. SMYTHE.

Mr. Sherman to Mr. Smythe.

No. 190.]

DEPARTMENT OF STATE,
Washington, March 10, 1897.

SIR: I am in receipt of your No. 240, of February 26, 1897, stating that you have reiterated your demand in the matter of the claim of Bernard Campbell, and that you are daily expecting a reply.

In all such cases you should send copy of your note upon the subject to the Department for its information.

Respectfully, yours,

JOHN SHERMAN.

Mr. Addee to Mr. Powell.

No. 4.]

DEPARTMENT OF STATE,
Washington, August 6, 1897.

SIR: Referring to the Department's instructions, Nos. 186, of February 23, and 190, of March 10 last, to your predecessor, relative to the case of Bernard Campbell, I have to say that it is desired that you shall, after examining the correspondence on file in your legation relating to the claim, take it up at an early date and press it.

Respectfully, yours,

ALVEY A. ADEE,
Acting Secretary.

Mr. Sherman to Mr. Powell.

No. 11.]

DEPARTMENT OF STATE,
Washington, August 23, 1897.

SIR: Referring to the Department's No. 4, of the 6th instant, I have now to transmit a memorandum in the matter of the claim of Bernard Campbell against the Government of Haiti. It may prove of interest in helping you to study the previous correspondence upon the subject.

Respectfully, yours,

JOHN SHERMAN.

The Bernard Campbell Claim.

This claim is fully set forth in the Department's No. 77, of January 31, 1895, to Henry M. Smythe.

Depositions and affidavits were inclosed with this number.

It appears that Campbell refused, on April 17, 1889, to serve in the Haitian navy, and on the following day (April 18, 1889), he was "assaulted by Haitian soldiers, cruelly beaten, and thrown into the sea," etc. "His health has been permanently impaired by his injuries," etc. The presumption is that the assault was the outgrowth of his refusal to serve in the Haitian navy.

Mr. Smythe, in his No. 222, of February 23, 1895, states that he fears that the long time elapsed between the time of the injury and the demand for reparation would prejudice the case, as would also the fact that he was subsequently naturalized as an American citizen.

The Department in No. 82, of March 7, 1895, advised Minister Smythe that Mr. Campbell was not *recently* naturalized, but was naturalized in 1870, many years prior to the date on which the claim arose, and that the reasons for the delay were satisfactory to the Department. Mr. Smythe was authorized to cooperate in the appointment of a claims commission. With No. 88 (March 27, 1895) the Department sent additional affidavits in this claim to Mr. Smythe.

No. 151 (May 2, 1896). The Department informed Mr. Smythe that Mr. Campbell's claim was supported by evidence which established his prima facie right to a reasonable indemnity. The Haitian Government is expected to rebut this evidence or pay the indemnity.

No. 142 (April 2, 1896). The Department reviews some statements made by Mr. Smythe, stating that they did not affect the claim, and states that the Department will continue to press the claim.

No. 180 (February 8, 1897). Mr. Smythe was instructed to report progress made toward the settlement of the Campbell claim.

Mr. Smythe, in his No. 240 (February 26, 1897), answered that he daily expected a reply.

No. 190 (March 10, 1897) informs Mr. Smythe that he should send a copy of his note on the subject to this Department.

Mr. Powell to Mr. Sherman.

No. 16.]

LEGATION OF THE UNITED STATES,
Port au Prince, Haiti, August 26, 1897.

SIR: I have the honor to transmit to you copy of a letter sent to the secretary of foreign affairs concerning the claim of Bernard Campbell for injuries received.

* * * * *

I have, etc.,

WILLIAM F. POWELL.

Mr. Powell to Mr. Menos.

No. 6.]

LEGATION OF THE UNITED STATES,
Port au Prince, Haiti, August 24, 1897.

SIR: I have been instructed by my Government to call your attention to the claim of Bernard Campbell, an American citizen, who was injured at Cape Haitien by agents or employees of the actual government of Cape Haitien.

This matter has been pending for some time during the term of my predecessor, Mr. Smythe. You will greatly favor me by letting me know the proposed action of your Government in regard to it.

I trust that this claim can be cordially arranged without a considerable amount of diplomatic correspondence, so that I may be able to report to my Government that this matter has been amicably arranged.

I have the honor, with the highest consideration and assurance, Mr. Minister, to be,
Yours, etc.,

W. F. POWELL.

Mr. Powell to Mr. Sherman.

No. 28.]

LEGATION OF THE UNITED STATES,
Port au Prince, Haiti, September 13, 1897.

SIR: I am happy to state to the Department, from the correspondence received from the secretary of state, etc., Hon. Solon Menos, that the claim of Bernard Campbell, referred to me to settle, is in a fair way to receive a complete and, I trust, satisfactory adjustment. I hope by the next or following mail to report to the Department that it is finally settled. * * *

I have, etc.

W. F. POWELL.

Mr. Powell to Mr. Sherman.

No. 54.]

LEGATION OF THE UNITED STATES,
Port au Prince, Haiti, October 20, 1897.

SIR: I inclose, for the information of the Department, the correspondence that has passed between the secretary of state for foreign affairs, the Hon. Solon Menos, and the legation concerning the Campbell matter.

I think, though, in view of the circumstances that have occurred recently (subject of another dispatch), that they will allow a reasonable indemnity. This whole matter would have been settled by this time but for the excitement that has occurred here during the week.

I have not the least doubt that they will allow a reasonable indemnity. It may not be what Mr. Campbell desires, but it will establish the principle that American citizens can not be injured by Haitians, whether they be insurgents or national troops.

I have, etc.,

W. F. POWELL.

[Inclosure 1 in No. 54.—Translation.]

PRIVATE OFFICE OF THE
SECRETARY OF STATE FOR FOREIGN RELATIONS,
Port au Prince, October 14, 1897.

Mr. W. F. POWELL.

*Envoy Extraordinary and Minister Plenipotentiary
of the United States of America.*

Mr. MINISTER: His excellency Mr. Menos charged me to express his regrets at not having been able to make the communications that he had promised you, and to ask you at the same time copy of the deposition of Mr. ——— in the Campbell affair.

Please accept, Mr. Minister, etc.,

LÉONCE MADION, *Chief of Division.*

[Inclosure 2 in No. 54.]

Mr. Powell to Mr. Menos.

No. 21.]

LEGATION OF THE UNITED STATES,
Port au Prince, Haiti, October 18, 1897.

SIR: Your dispatch requesting certain documents pertaining to the Campbell claim.

In reply to your dispatch, I find the following dispatches have been sent to your predecessor, Hon. M. Faine, minister of state for foreign affairs, the number of said dispatch being 84, dated January 31, 1896. With this dispatch the following inclosures were sent, viz:

1. Memorial of Bernard Campbell.
2. Affidavit of Thomas Cunningham.
3. Affidavit of John Bergesson.

If these papers are not on file in your bureau, you will be kind enough to let me know, when I will immediately furnish you with copies of the same. I also send with this three other papers on file in this legation bearing upon this matter.

I trust, Mr. Minister, there will not be much more delay. My Government is satisfied, with the evidence produced by Mr. Campbell, that he was injured by a Haitien. Whether the parties that injured him were insurgents or not, my Government has nothing to do with. It is a well-known fact in international law that all established governments are held responsible for all acts of violence perpetrated upon the person of citizens of a friendly power.

This matter was called to the attention of your Government in February, 1895, again on January 31, 1896, dispatch No. 84, and on February 7, 1897. As stated to you by me in the personal interview accorded me by yourself, I was not here to discuss the law, justice, or injustice of this claim. My Government has instructed me to press upon your Government that restitution be given for the injuries inflicted

upon this claimant in a suitable indemnity. My Government will insist upon this; therefore it is out of my power to consider anything else, excepting the amount of the indemnity that you are willing to allow. Upon your reply I shall inform my Government, but I can assure you in this communication, as to the interview held, my Government will not recede from this position, viz: That an indemnity must be paid to Mr. Campbell; nor will it accept much longer delay. I trust, for the honor of your Government as well as mine, that you will see the uselessness of delaying this settlement. I trust, Mr. Minister, that with this dispatch this whole affair will be amicably adjusted. I await a proposition from you.

Accept, etc.,

W. F. POWELL.

Mr. Powell to Mr. Sherman.

No. 70.]

LEGATION OF THE UNITED STATES,
Port au Prince, Haiti, November 5, 1897.

SIR: I hercin inclose the correspondence that has passed between the legation and the secretary of state, etc., Hon. Solon Menos, a part of which I have sent the Department in dispatch No. 54, dated October 20, 1897, regarding the claim of Bernard Campbell. The Department can see the argument advanced by this Government. I have refused to consider anything else in the matter but the question of indemnity. Upon this only I have been instructed by the Department. I am still of the belief that if our Government maintains its demand for indemnity it will be allowed. I find the present secretary of state, Hon. Solon Menos, is fully informed in regard to this matter, being the counsel of Mr. Campbell, I believe, at the time he was prosecuting or entering suit against Messrs. Jimenes, Haustedt & Co. in New York. Before proceeding further I shall await instructions from the Department.

I am, etc.,

W. F. POWELL.

[Inclosure 1 in No. 70.]

Extract from confidential letter to the Hon. Solon Menos.

LEGATION OF THE UNITED STATES,
Port au Prince, Haiti, November 2, 1897.

Hon. SOLON MENOS,
Secretary of State for Foreign Affairs, Port au Prince, Haiti.

SIR: I have the honor to acknowledge the receipt of your confidential communication concerning the following, viz:

* * * In regard to the Campbell matter I will be glad to hear from you, and will with pleasure consider the same, only, as stated in our personal interview, I can not consider the law; but if you are in possession of any facts bearing upon the injury inflicted upon Mr. Campbell controverting that which I have presented I will be glad to have it in order to inform my Government. * * *

W. F. POWELL.

[Inclosure 2 in No. 70.—Translation.]

Extract from confidential letter from Hon. Solon Menos.

I announce to you at the same time that I am sending you an official letter on the Campbell affair, and I desire that you take into serious consideration my arguments against this claim.

[Inclosure 3 in No. 70.—Translation.]

DEPARTMENT OF STATE FOR FOREIGN RELATIONS, SECTION No. 82,
Port-au-Prince, November 4, 1897.

MR. MINISTER: I have the honor to acknowledge the receipt of your dispatch of date of October 18 last, No. 21, and at the same time to confirm the several objections which I have since had the occasion to formulate to you verbally against the claim of Bernard Campbell.

In fact, I beg you to consider that in that affair there has not been found or established in a conclusive manner any precise fact that is of a nature, according to international law, to involve the responsibility of the Haitian Government. It is, in the first place, inconceivable that Bernard Campbell should sign a contract to serve as an engineer on board of a vessel in the West Indies without knowing exactly to what he was engaging himself—where was his real destination.

At the time of the signing of his engagement, that is to say, at the beginning of the month of April, 1889, the civil war which desolated this country occupied the statesmen, the press, and I may say all minds in the United States, on account of its persistence, of its ups and downs, and even the symptoms of an international antagonism. It was notorious that the party of the north of Haiti had for its agents at New York, Messrs. Jimenes, Haustedt & Co., who were notably charged to recruit engineers for a steamer recently bought and armed for war under the care of two American citizens, Admiral Cooper and Captain Compton. When Bernard Campbell, having learned that they were seeking engineers in New York, at No. 5 South William street, went to the office of Jimenes, Haustedt & Co., and agreed to go to Cape Haitien at the order of Captain Compton, who would indicate to him the vessel on which he should serve during six months, on condition of the unusual salary of \$250 per month, he could not reasonably be ignorant of the exceptionable circumstances of the service that he promised. And if his engagement was couched in somewhat vague terms, it was assuredly with the design to prevent giving the alert either to the diplomatic or consular agents of the adverse party, or to the Federal authorities, who would have repressed an ostensible violation of the act of neutrality of the United States.

It seems probable that it is on his arrival at Cape Haitienin, presence of the inherent perils of an armed struggle, that his heart failed him, to the point of suggesting to him—if we must admit one of his versions—the chimerical fears that the morals and manners of the two American citizens above named in no wise authorizes. Moreover, his assertions are absolutely contradictory, and when he relates that he landed and went to the consul of the United States; that finally he finds one Henry Joabut to attest his identity; that he met on the road Captain Compton, then a Spaniard captain of a small schooner; that he again went on board of the *Clyde*, where he took all his effects to deposit them on board of the schooner; that he returned to the city; that he bought provisions; that he again returned to the schooner, and that he again came ashore, it is the most irrefutable proof that he knew that he ran no danger, and that really he did not.

As to the aggression which he pretends to have been the victim of on the part of the soldiers, agents, and citizens of the Republic of Haiti, there is no occasion to make the observation that the affidavits of John Bergesson, or of Thomas Cunningham, make no mention, so that they are of no convincing force in a claim for blows and wounds that are not attested therein.

Bernard Campbell pretends that it was in returning to the city *after 8 o'clock in the evening*, that the soldiers of General Hyppolite arose in number before him on the wharf and assaulted him. This declaration does not agree with the depositions of his witnesses in the suit that he brought against the firm of Jimenes, Haustedt & Co., for William Hogg says the contrary—to have seen him walking in the direction of the steamer and at a time given struggling with two or three soldiers; and Nathan F. Blake, captain of the schooner *Rollet*, affirms, on the other hand, that Campbell had told him that he had voyaged from New York to Haiti on the steamer *Norelty*, and that, having refused to remain on that vessel, transformed into a gunboat, and that great difficulties having arisen between him and the officers of the *Norelty*, he was thrown overboard.

All these contradictions show the emptiness of the complaint of Bernard Campbell and show overabundantly that the claim has not sufficient foundation.

Besides, even if the facts alleged had been peremptorily established, it would not be possible to hold the Government responsible for the consequences of that act, since the deplorable state of war in which this country found itself in April, 1889, necessitated, notably for the protection of the coast, extraordinary measures from which foreigners could not escape, and still less an individual come to Haiti under the circumstance. It would not be, from that point of view, surprising that a round of soldiers or sentinels placed to signal or prevent nocturnal debarkments should, conformably to their orders, interdict to Campbell access to the wharf at Cape Haitien.

and should have even offered resistance to the party landing by all the means in their power.

In any case the Government, not having been, if I am not mistaken, informed of a fact accomplished, they pretend, the 18th of April, 1889, only by a dispatch of your legation of date of January 31, 1896, finds itself in the impossibility of gathering the least information on an incident of which none of those who resided at Cape Haitien during those civil troubles have ever had any knowledge. It can not, evidently, accept the interested and inconsistent allegations of the complainant, who, after having refused to execute the contract that he had signed, has claimed from the house of Jimenes, Haustedt & Co. the sum of \$1,300 balance of his wages; in other words, the execution to his profit of that same contract, and who nonsuited in a second demand against the same business house for the payment of \$50,000, under title of damages and interests, turn in despair of his cause against the Government of Haiti, not failing to double his pretensions.

I willing trust, Mr. Minister, that your Government, continuing to be inspired with the traditional sentiments of justice which makes its glory and confer on it an incontestable moral authority, will definitely withdraw its support to a claim which appears to me to be in disaccord with equity and with the most stable principles of international law.

Please accept, etc.,

SOLON MENOS.

Mr. Sherman to Mr. Powell.

No. 77.]

DEPARTMENT OF STATE,
Washington, December 16, 1897.

SIR: I have to acknowledge the receipt of your No. 70, of the 5th ultimo, inclosing copy of the reply made by the Haitian Government to your demand for indemnity in the claim of Bernard Campbell.

The Haitian secretary of state for foreign affairs endeavors to show (1) that the facts alleged by Campbell as to the assault upon him and the consequent injuries to his person have not been established; (2) that even if the facts alleged had been established his Government would not be responsible for the injuries inflicted on Campbell.

Incidentally the minister contends that Campbell must have known the purpose for which he was employed, and he seeks to discredit Campbell's claim against the Government by reference to the civil suits brought against Jimenes, Haustedt & Co. His whole argument, however, revolves around the two points above mentioned, and the Department will discuss his note accordingly.

As stated in Mr. Olney's instruction of April 2 to your predecessor, there was evidence in the papers submitted by Campbell to the Department tending to show that he knew when he left New York that he was to serve in the navy of the insurgents, now the established Government. But even if it is admitted that he knew that he was expected to serve in the insurgent navy, and when he arrived at Cape Haitien refused to do so, this does not relieve the Haitian Government from liability for the injuries which the evidence shows were inflicted upon him by the Haitian soldiers. The evidence shows that after Campbell had refused to go on board the Haitian man-of-war, while on the wharf at Cape Haitien waiting for the departure of a small boat upon which he had engaged passage, he was assaulted by the Haitian soldiers, brutally beaten, and thrown into the sea.

The Haitian secretary of state points out what he terms contradictions in Campbell's assertions concerning his movements after landing at Cape Haitien and the assault. He says that the affidavits of Bergesson and Cunningham make no mention of any assault upon Campbell, and hence are of no convincing force in a claim for blows and wounds that are not attested therein. He also states that Campbell's

declaration as to the time of the assault does not agree with the statements in the deposition of Hogg and that the statement of Campbell in his memorial in regard to the vessel in which he sailed from New York to Cape Haitien and as to the assault differs from that made by Campbell to Blake.

While there may be variances in Mr. Campbell's statements as to the details of the affair, there are none as to the essential facts. The fact that the depositions of Cunningham and Bergesson make no mention of an assault upon Campbell does not support the contention of the Haitian secretary of state for foreign affairs. The assault is not alleged to have taken place until the day following the arrival of the *Clyde* at Cape Haitien. Cunningham stated that he did not see Campbell after he left the *Clyde* on the day of the arrival at the Cape. Bergesson swears that he left the *Clyde* and went on to the *Carondelet* immediately after the arrival at Cape Haitien. The deposition of these witnesses were not submitted to prove the assault upon Campbell, but to substantiate Campbell's statements as to the circumstances under which he left New York, his refusal to go on the gunboat, the conversation between him and Captain Compton, and the circumstances under which he left the vessel.

Hogg, one of the men who went from New York with Campbell, and who, after reaching Cape Haitien, agreed to enter the Haitian navy, swears positively that he saw Campbell struggling on the wharf with the soldiers, and wanted to go to his assistance, but was not allowed to do so, and was, as he says, "shoved around the corner, so he could not see Campbell." Hogg also swears that Captain Compton told Campbell that if he did not go on board the Haitian gunboat he would be shot. This, taken in connection with the statements of the other men who accompanied Campbell from New York, as to their apprehensions of bodily danger if they declined to go on board the Haitian gunboat, effectually disposes of the contention of the Haitian secretary of state that Campbell was in no danger.

The mere statements of Blake that Campbell told him that he sailed from New York to Haiti in the steamer *Novelty*, and that in consequence of a difficulty between him and the officers of the steamer he was thrown overboard, is not entitled to much weight in the face of the sworn statements of Campbell and his several companions that he came to Haiti in the *Clyde* and of Campbell and Hogg as to the assault. Indeed, it seems to be admitted in the Haitian secretary's note that Campbell went to Haiti on the *Clyde*, as stated by him in his memorial.

In regard to the wounds and injuries for the infliction of which Campbell claims damages, it is proved by the testimony of several of Campbell's acquaintances who saw him shortly before he left the *Clyde* that he was in good physical condition at the time. The captain of the schooner *Rollet*, upon which the United States consul secured for Campbell passage from Turks Island back to the United States, swears that shortly after the date above mentioned Campbell was carried on board the schooner a physical wreck, and Blake and his wife both depose as to his terrible condition at that time, with cuts and bruises on his head and face, and one eye entirely out.

In the opinion of this Department the evidence clearly shows that Campbell was assaulted and seriously injured by soldiers of the insurgent party, now the established Government. This assault, following, as it did, immediately after the threats made by Captain Compton because of Campbell's refusal to serve in the Haitian navy, was undoubtedly made in consequence of such refusal.

Coming now to the contention of the Haitian secretary that, even admitting the facts alleged to be established, his Government can not be held responsible for the injuries to Campbell, since the state of war then existing necessitated extraordinary measures for the protection of the coast, it may be observed that the brutal treatment of which Campbell complains was entirely without justification under the circumstances. Campbell was alone and, so far as appears, unarmed, and he was endeavoring to get away from the country as soon as possible. It seems evident that the assault was not made upon him in the exercise of a legitimate supervision of the coast, but was the direct result of his refusal to enter the service of the insurgent navy. The soldiers concerned in the assault formed a part of the insurgent forces then in possession of that part of the island. The insurgents were successful, they became the established Government, and that Government is responsible for the injury done this American citizen.

The civil suit referred to by the Haitian secretary of state for foreign affairs has no connection whatever with Campbell's claim against the Haitian Government. As stated by Mr. Olney in his instruction of March 20, 1896, to your predecessor, this suit was brought by Campbell against Jimenes, Haustedt & Co., to recover compensation under a contract made with them as Haitian agents, as Campbell claimed, for services in Haiti not connected with warlike operations. The injury upon which his diplomatic claim is based is an entirely separate and distinct matter.

You will reply to the communication of the Haitian secretary of state for foreign affairs in the sense above indicated, and continue to press for payment of an indemnity. This Government is not disposed to require the payment of any such sum as that claimed by Campbell in his memorial, but it does insist that a suitable indemnity be promptly paid.

Respectfully, yours,

JOHN SHERMAN.



104

EXHIBIT CAMPBELL No. 4.

DEPARTMENT OF STATE, WASHINGTON, *June 27, 1898.*

Mr. Bernard Campbell, 453 C street N. W., Washington, D. C.

SIR: I enclose herewith a voucher for \$2,684.50, being the amount due you as the first instalment of \$5,000 of the indemnity of \$10,000 which the Haytian government agreed to pay to the Government of the United States, in two instalments of \$5,000 each, in settlement of your claim against said Haytian government for injuries received, for your signature, which, if you find correct, you will please sign and return to me in the accompanying envelope, when I will have a warrant issued from the Treasury Department in payment of the amount therein stated.

Respectfully yours, FRANK A. BRANAGAN,
Chief Bureau of Accounts and Disbursing Clerk.

EXHIBIT CAMPBELL No. 5.

(Copy of Envelope.)

Department of State, U. S. A.
 Official business.

Penalty for private use, \$300.

(Postmark:)
 Washington, D. C.,
 Jun- 27,
 7 p. m.
 '98.

MR. BERNARD CAMPBELL,
 453 C St. N. W.,
 Washington, D. C.

105

Defendant's Testimony.

Filed June 28, 1899.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL }
 vs. } Equity. 19739.
 JAMES E. DEXTER. }

WASHINGTON, D. C., *May 15th, 1899—3.30 o'clock p. m.*

Met, pursuant to agreement, at the office of Charles W. Needham, Esq., 1420 H street northwest, Washington, D. C.

Present on behalf of the complainant, Mr. O'Connor; present on behalf of the defendant, Mr. Needham.

JAMES E. DEXTER, a witness of lawful age, called by and on behalf of the defendant, having been duly sworn, is examined—

By Mr. NEEDHAM:

Q. State your name in full. A. James E. Dexter.

Q. Are you the defendant in the original bill of Campbell *vs.*

Dexter and the complainant in the cross-bill of *Dexter vs. Campbell*? A. Yes, sir.

Q. How long have you known Bernard Campbell? A. I met him, I think, first in 1895. I cannot say that I knew him very well.

Q. Did you have any conversation with him in September, 1896, about his claim against the Republic of Hayti? A. Yes, sir. He called on me at my office once or twice in 1896.

106 Q. Where is your office and what is your occupation? A. I am a practicing physician at 453 C street northwest.

Q. State what was said at the interview last referred to between you and Mr. Campbell. A. He came desiring to get an advance of some money on a claim which he had against Hayti, which was being collected through the State Department or prosecuted through the State Department at that time. I heard what he had to say concerning it, and I said that I did not care to make any advances on it at the time.

Q. Did you receive a letter from him after that interview? A. Yes, sir.

Q. Have you that letter? A. Yes, sir; that is the letter (indicating).

Q. How did you receive it? A. I received that letter through the mail.

Q. Will you present that letter to the examiner to be copied into your deposition at this point? A. Yes, sir.

The witness presented a letter, which is appended hereto, marked Exhibit A, and which reads as follows:

132 FIRST ST. N. W.,
WASHINGTON, D. C., *Sept. 21st*, 1896.

Dr. James E. Dexter, 453 C St. N. W.

SIR: I beg to call your attention to our last conversation, and, to not be misunderstood, I understood that you were unwilling to advance any money on my claim, but was willing to take an
107 interest. I will part with a tenth interest of my claim on Hayti. You will kindly let me know if any arrangement of that can be made, as, if not, I am leaving the city, and, as I have acquaintances in the States, and I am welcome to be there guest, and I have my own selection, as there are many. I never lost a friend.

Yours very truly,

BERNARD CAMPBELL.

The envelope is addressed as follows:

"DR. JAMES E. DEXTER,
453 C St. N. W.
City."

By Mr. NEEDHAM:

Q. In whose handwriting is this letter? A. It is Mr. Campbell's, I judge, from other samples of his handwriting that I have seen.

Q. Did you have any other interviews with Mr. Campbell re-

garding his claim prior to July, 1897? A. I had several interviews with him.

Q. Did he make other applications to you for money in July, or about July, 1897? A. Yes, sir.

Q. For what purpose? A. For his own use and benefit. He needed it very badly.

Q. What was his condition, financially, at that time, Doctor, if you know? A. So far as I could judge from what he stated to me and what I saw, too, as to his general appearance, he was not in possession of any money—cash—and was very much in need.

Q. Did he apply to you in July for money to go to New
108 Jersey? A. Yes, sir; he did.

Q. Did you loan him some money for that purpose? A. He wanted to go to Jersey, and I loaned him the money to go.

Q. Did you receive a letter from him from New Jersey? If so, state the date. A. Yes; this is the letter I received after he reached New Jersey, in which he refers to my loan.

Q. In whose handwriting is that letter? A. I judge that to be his.

Q. How did you receive that? A. That is dated July 15th. I received it by mail.

Q. Please hand that letter to the examiner, to be copied into your deposition and properly marked.

The witness presented a letter, which is appended hereto, marked Exhibit B, and which is as follows:

“Doctor James E. Dexter, 453 C St. N. W., Washington, D. C.

DEAR SIR: I beg to inform you that I have arrived to this place safe, and I am at home. Oh, it is so nice, and the good accommodations and treatment makes my suffering much lighter. I do not expect to know or hear anything about my case or the minister's movements before the latter part of next week. By that time I will make inquiries. Permit me to thank you for the present for your kindness in helping me to get here.

Yours very truly,

BERNARD CAMPBELL.

P. O. B. 57, Little Ferry, Bergen Co., New Jersey.

July 15, 1897.”

109 The envelope is addressed as follows:

“Dr. JAMES E. DEXTER,
453 C St. N. W.,
Washington, D. C.”

By Mr. NEEDHAM:

Q. Did you receive any other communications by mail from Mr Campbell while he was away during that year? A. Postal cards.

Q. Give the date of them. A. Here is a postal bearing date September 14th, 1897.

Q. Mailed from where? A. 38 Congress street, Brooklyn, New York, that was.

Q. And the other? A. This one is from the same place, 38 Congress street, Brooklyn, New York, October 6, 1897.

Mr. NEEDHAM: I offer these postal cards in evidence and ask that they be copied and marked Exhibit C and D, according to their dates.

The said postal cards are hereto appended, marked Exhibit C and Exhibit D, and are as follows:

"DEAR SIR: I expect to hear very soon from our minister, Mr. Powell, as he left on the seventh of August and must have arrived on the 14th to Hayti, as my claim is the first. I have changed my address to be near the sea.

Very respectfully,

BERNARD CAMPBELL,
38 Congress St., Brooklyn, New York.

Sept. 14, '97."

The postal is addressed as follows:

"Dr. JAMES E. DEXTER,
453 C St. N. W.,
Washington, D. C."

110 "38 CONGRESS ST., BROOKLYN, N. Y., Oct. 6, 1897.

DEAR SIR: Yours of the 4th received. I am getting on very well, *in* considering my injuries and pain. I will be on to Washington by the latter part of this month and will be pleased to meet you. I am thankful for past favors.

Yours very truly,

B. CAMPBELL."

The postal is addressed as follows:

"Dr. J. E. DEXTER,
453 C St. N. W.,
Washington, D. C."

By Mr. NEEDHAM:

Q. Did you meet Campbell in Brooklyn and New York, as suggested? A. Yes, sir.

Q. Did you have any interview with him about this matter? A. We hadn't any specific interview. He stated what he was doing and what he expected in relation to it, and said that he would like to obtain more money than he had, but still he thought it was going to be paid very soon.

Q. Was there any agreement between you at all at that time as to your letting him have any money? A. No, sir; there was not.

Q. Did you receive that letter from Mr. Campbell by mail in the early part of December, 1897? A. Yes, sir.

111 Q. Have you that letter? If so, give us the date of it and state in whose handwriting it is. A. The letter is in his handwriting. It bears the date of December 2nd, 1897, and was written to me.

Mr. NEEDHAM: We offer this letter in evidence and ask that it be copied into the deposition and marked Exhibit E.

The said letter is appended hereto, marked Exhibit E, and is as follows:

“DEC. 2ND, 1897.

Doctor James E. Dexter.

DEAR SIR: I beg to ask you if you can help me, as I very much need fifty dollars, \$50, and it would be an obligation and worth three hundred dollars to me at this time. I would readily give \$300 at 6 per cent. interest, too. It would be paid and acknowledged to the same in the State Dep't and have it placed on file against my claim. If — not good for my health to be out, and I take this means to reach you. Hoping to hear from you soon, I remain,

Yours very resp'y,

BERNARD CAMPBELL,
132 1 St. N. W., City.”

The envelope is addressed as follows:

“Dr. J. E. DEXTER,
453 C St. N. W.,
City.”

By Mr. NEEDHAM:

Q. Up to this time had you made any investigation to ascertain the status of his claim against the Republic of Hayti? A. 112 I had asked about it. I had ascertained that the claim had been hanging along some time, but it was contested. There was great doubt about the verity of it.

Q. Had you, up to this time, refused to make any loans upon the claim as a collateral security? A. Yes, sir.

Q. And why? A. Because I was in doubt about the propriety of it, about the security of it, about the certainty of the money being received.

Q. Did you have an interview with Campbell? Did he make any application to you, after writing you this last letter, to assign to you a part of the claim for a consideration? A. Yes, sir; he came around with an assignment made out of a certain share.

Q. How much? A. He said that he would make an assignment of \$1,000 for \$50.

Q. What was said about that? A. He said like this: That he had got to have money; that he was in distress for money; that he not only could not pay his board as he would like to, but he could not get clothing, and he required it; that he must have it in some way. He was very certain that the claim would be paid—that is to say, that action would be taken on it very soon: that he did not know that he would get his full amount, but he was going to get something handsome. He came with an assignment made out. I looked over that assignment, and the form of it and all this, and I did not like the form of the assignment. So, when I con- 113 cluded that I would make an advance to him, I looked over the assignments that were made in the Mora claim. I had

had some interest in the Mora claim and the manner of the assignments, and I made an assignment from that; he took it and looked it over carefully. I read it to him. Said I: "This is the form of the assignment that was made by Mr. Bache when he assigned portions of his interest in the Mora claim, and this is a proper assignment." He understood it very well. I told him he might take it and show it to any attorney. He said he did not want to do that. The result was he signed it. Said I: "You want a witness." Said he: "They all know my signature at the State Department. It has been there so long and so frequently," said he, "I don't think we will need any witness." So he made the assignment which you have here, which was once mislaid.

Q. You stated above that the assignment which he brought to you was for \$1,000. This assignment appears to be for \$500, dated December 30th. Is that correct? A. No; there were two assignments. They were each for \$500. That is the way it was—each for \$500.

Q. I want to get at the assignment which he brought to you first and wanted \$50 for. What was the amount of that? A. \$500.

Q. You were mistaken, then, when you said \$1,000? A. If I said a thousand, yes; I was mistaken about that.

Q. You also stated in your last answer that you wanted to consider it before you made advances to him. Do you mean by that that you loaned him the money, the \$50? A. No; I mean by that that he made the assignment. I purchased that assignment, \$500 for \$50. That was his proposition.

114 Q. You had refused up to that time to make any loans to him? A. I had. I took that interest.

Q. Was his proposition at that time to sell you \$500 of that claim when paid for \$50? A. That was his proposition.

Q. Substantially the same as stated in his letter, except that the sum was \$500 instead of \$300? A. Except he made it \$500 instead of \$300. Yes; that was the fact.

Q. Look at the paper shown you and state whether or not that is the first assignment that was signed on December 20th, 1897, to which you have just referred. A. That is the first purchase that I made of him, of a \$500 interest, and this is his signature.

Q. Did you pay him the \$50? And if so, state how you paid it and when. A. I paid him at that time from \$25 to \$30. How do I remember it? I said, "Now, Campbell, you have got money enough there; go and buy you a suit of clothes and fix up." A few days after that, about a week, I paid him the balance, \$20.

Q. Within a week? A. Yes, sir.

Q. In the latter part of December, 1897, did you receive a letter from him by mail? A. Yes, sir.

Q. What is the date of that letter, and in whose handwriting is it? A. It is dated December 29th, 1897, 132 First street, and it is Bernard Campbell's handwriting. He has read it to me once or twice, with some views he had in relation to it.

115 Mr. NEEDHAM: We offer this letter in evidence and ask that it be copied into the record and marked Exhibit F.

The said letter is appended hereto, marked Exhibit F, and is as follows:

“ UNITED STATES SENATE,
132 FIRST ST. N. W.,
WASHINGTON, D. C., *December 29, 1897.*

Doctor James E. Dexter.

DEAR SIR: As I had the pleasure of meeting you last night, I find that I am powerless as regards the U. S. Senate, as my claim is a public affair, and that each one of them is part of our Government, and at present it is not one Senator, but the majority of them, and their office compels them to, as they have a majority of them, read the evidence certified by the court as they are on file in the State Dep't. I did stop the Congressmen from bringing up an impeachment on President Cleveland after they compelled him to send the correspondence of my claim to Congress. That's all ready and I have a copy. Congress are compelled to and have made up their minds that we cannot allow any government to violate our laws and murder our people as the Haytians have done. I am certain that our President or his honorable Secretary of State will not do anything unbecoming an American, and will not permit themselves to be condemned by the Congress and the American people, and they will not dare to settle at this time except Hayti pays the claim in full, as I know that Hayti — not disputing my injuries or my proofs, but informed our Government that they were not responsible, and refused to pay. I knew this the 24th of 116 last month. Then the State Department insisted that they were, which is true and nothing is short of a declaration of war, their actions, and further, I know that soon after Congress meets the President will be directed to give Mr. Leagre, the Haytian minister, his passport for his false statements on me. Through the press of the 10th instant there is another good cause that he will be remembered for and that is war. The resolution of the 18th instant of the United States and passed unanimous, the Secretary is directed to transmit to the Senate at an early day all papers and correspondence with the Haytian government relating to my claim. That has taken my claim actually out of the State Department and in the hands of Congress for their instructions, and that I know will be force. My case is O K, but I am powerless and in other hands and the State Department knows it and will not do anything to have the Senate to take action, and then our friends will readily see the cardinal points. Hayti has got to suffer and she deserves it. I beg to be pardoned, but I thought it would be well to allow my friends to know these facts. Nothing would be more painful to me than that the State Department would do anything that was not to the honor of the U. S. and their honorable dep't, as they well know that the American people are disgusted with the State Dep't in the past 20 years and by the State Dep't deficiency would cause our President to be condemned. That I would regret very much. It will not be so, as my claim is practically out of the State Dep't excepting to receive the amount before Congress meets, if Hayti pays it

before that time. I am in no trouble about what Hayti will do. I know she will be compelled to do right and pay my claim
 117 and by delay she will be compelled to pay ten times more.
 Yours very truly, BERNARD CAMPBELL."

By Mr. NEEDHAM:

Q. Did you receive another letter from him in February, 1898?
 A. Yes, sir; I received a letter.

Q. In whose handwriting is it and what is the date? A. The date is February 23rd, 1898.

Mr. NEEDHAM: We offer this letter in evidence and ask that it be copied into the record and marked Exhibit G.

The said letter is appended hereto, marked Exhibit G, and is as follows:

"UNITED STATES SENATE,
 WASHINGTON, D. C., *Feb. 23, 1898.*

DEAR DOCTOR: I have been to the State Dep't and gave Mr. Michael, the chief clerk, the paper conseling Mr. Collins from being my heir and he kindly informed me that it would be attended to. I had a letter today from Mr. Collins on another tack. He wants now an assessment, as I written to him that I knew no way for him but to send me my bill of indebtedness, if any.

Yours very truly, BERNARD CAMPBELL."

By Mr. NEEDHAM:

Q. In March, 1898, did Campbell apply to you to sell you another interest in this claim? A. Yes, sir.

Q. Where did he make application to you for that? A.
 118 In my office, at my house.

Q. What was said in that interview? A. He said he was certain of getting his claim. He spoke of members of Congress that were interested in it and said that they were working for him, and he thought very soon it would be through; that he had got to have something more in order to get along; that he wanted \$50 more than what he had had.

Q. What did he say about making the assignment to you? A. He came and notified me, and I said, "Well, I will think the matter over. You come in again in a day or two or a few days." The result was I told him we would draw up an assignment like the other; that that was the best I could do, and I would let him have another \$50; that I would purchase it at the same rate I had purchased the other assignment.

Q. Was that in any sense a loan to him? A. Oh, no; it was not a loan; it was a direct purchase.

Q. Did you pay him the \$50; if so, how and when? A. I paid him a part at that time—at the time I took it—and within a few days after I paid him the balance.

Q. Within what time was it all paid from the date of the signing of the assignment? A. A week or ten days—a week. I remember that, after having paid the first, I told him to come around in a few

days for the balance. I remember I went to collect a bill to see that he had it.

Q. Was the second assignment substantially in the same form as the first which he signed? A. Yes, sir.

119 Q. Was there anything said at the time about the first assignment which he had made—I mean the paper itself?

A. Yes. I said that I could not find the first assignment; that I had mislaid it. "Well," he said, "then I will make a new one." I remember it very well. It was some time before I did find it.

Q. Did he execute another assignment to take the place of the first one? A. Yes, sir; he did.

Q. Was there anything added to the form of it? A. I think not, sir. It was just the form of the first assignment that was mislaid. This is exactly the same form.

Q. Look at the last clause in it, please. A. He refers to the fact. He says, "This is to justify a previous one that has been lost."

Q. Those words were added to it by whom? A. Campbell. That is his own language—"justify."

Q. At the time you made this last purchase and paid him the \$50 did you have any information regarding the status of his claim other than that which he gave you? A. No, sir.

Q. Did you understand at that time that the claim had been allowed for any sum whatever? A. It hadn't been allowed for any sum at that time.

Q. What was said between you with reference to recording these assignments in the State Department? A. I know that I did not record them until after the claim had been allowed.

Q. Why did you not record them before? A. I had the impression that it might perhaps affect the standing of the claim or his relation to it in some way.

120 Q. Who notified you that the claim had been allowed?

A. I think Mr. Michael notified me.

Q. Did you receive any notification from Mr. Campbell? A. That it had been allowed?

Q. Yes. A. Afterwards; yes.

Q. Was there anything said between you and Mr. Campbell then about recording these assignments? A. Said I, "Now there is no objection to having them recorded." He said, "No; not at all. Go and put them on record."

Q. Who said that? A. Campbell. He said, "It is very proper that they should be on record."

Q. Did you then, in pursuance of that interview, put the original assignments on record in the State Department? A. Yes, sir.

Q. I mean the original assignment of March 18th and the duplicate of December 20th? A. Those were all I had at that time. The first one was mislaid and I had not found it.

Q. These you recorded, did you? A. I did.

Q. Have you a certified copy of these assignments which you recorded with your letter transmitting them to the Secretary of State? A. Yes; I have a certified copy.

Q. Please produce it to the examiner.

(The paper was produced by the witness.)

Mr. NEEDHAM: We offer this certified copy in evidence and ask that it be marked Exhibit H.

The said paper is filed herewith, marked Exhibit H.

121 By Mr. NEEDHAM:

Q. At the time you had that interview with Mr. Campbell was there anything said about the payment of these two assignments to you? A. He said they would be paid.

Q. To whom? A. That they would be paid to the person holding them.

Q. To you? A. Yes.

Q. After that interview did Mr. Campbell ever object to your receiving the full \$1,000 mentioned in these two assignments before he filed a protest with the Secretary of State? A. Oh, no; he talked with me frequently about it.

Q. What did he say about it? A. He always said that it was all right, and that I would get my money—\$1,000.

Q. What do you say as to the amount you would get? A. \$1,000. He said that the money he received from me accommodated him very much at the time; that he needed it; that he couldn't get along without it; that he hadn't any clothing, and all this.

Q. Have you, since the filing of the cross-bill in this case, found the original assignment of December 20th, 1897? A. Yes; it was brought to my office.

Q. Who brought it to your office? A. Judge Hart.

Q. Where was it found? A. It was found in his office.

Q. Can you state how it came to be mislaid, and how it was
122 found? A. I was in his office. I had that claim in an envelope with two others, and I went there to talk with him about matters of mutual interest. I left the envelope on his table. So soon as I missed it I went to Mr. Hart's office—that is, I didn't miss it for a day or two. He said, "Yes; you did leave the envelope. I saw it there." "Well," said I, "where is it?" Said he, "I will look it up, and I will try and find it." I called again, and he hadn't been able to find it. He had mislaid it somewhere. So it went on for some time.

Q. Until he returned it to you? A. Until he came to my office with it.

Q. Since the filing of the bill in this case? A. Oh, yes.

Q. When was it, about, when he brought this back to you? A. I made a memorandum somewhere on it, "Brought back on the 7th of December, 1898."

Q. Who made the memoranda on the back of this in red ink? A. Mrs. Dexter. It is all in Mrs. Dexter's handwriting. She was there when it was returned to me.

Q. Was this made at the time it was returned, in December, 1898, to you by Mr. Hart? A. Yes, sir; it was made that very day—that very afternoon.

Mr. NEEDHAM: We offer this original assignment of December

20th, 1897, in evidence, and ask that it be copied into the record and marked Exhibit I.

The said paper is appended hereto, marked Exhibit I, and is as follows:

123 "Know all men by these presents that I, Bernard Campbell, of the city of Washington, D. C., for valuable consideration in money, do hereby assign an interest of five hundred dollars (\$500) in my claim against the Haytian government, said five hundred dollars, with interest, to be paid without charges of any nature when the said claim is paid by Hayti and disbursed by the State Department of the United States.

The Secretary of State of the United States is hereby authorized and requested to pay said \$500, with interest, to the said James E. Dexter, his order or assigns, when the payment of said claim is received by the State Department of the United States.

BERNARD CAMPBELL,
132 First Street, City.

Washington, D. C., Dec. 20th, 1897."

The WITNESS: It is understood that up to the time of these assignments he had tried to get me to loan money, which I told him I would not do on an assignment; that if I did anything I would take so much and pay him the money for it.

Q. You would purchase it outright? A. I would purchase it outright; that I didn't want to loan money on it.

Q. Have you a certified copy of a protest filed by Mr. Campbell with the Secretary of State and a copy of the letter of the Secretary of State to Mr. Campbell in response to that protest? A. Yes, sir.

Q. Please produce it.

124 (The witness produces a paper.)

Mr. NEEDHAM: We offer this certified copy of the protest filed by Campbell, and the Secretary's reply to Campbell, in evidence, and ask that it be marked Exhibit J.

The said paper is appended hereto and marked Exhibit J.

By Mr. NEEDHAM:

Q. Prior to the filing of this protest, had Mr. Campbell ever objected to you or, so far as you know, to the State Department, to your being paid the \$1,000 mentioned in the two assignments to you by him? A. No, sir; always the contrary.

Q. Did Mr. Campbell ever come to your house to live? A. He came there complaining of being ill, at my office. He said he was very much disturbed nights where he was by persons coming to his room and rapping on the door, and that he had had a great deal of trouble in that way. I think he got in some trouble with some of them. I said, "Campbell, I have a room in the fourth floor of my house. If you are disposed to occupy it, why you can do so." The result was that he looked at the room and he came there.

Q. How long did he remain there? A. He remained there up to about the time that he received his decision, some time in June, I think.

Q. Of what year? A. The year 1898.

Q. When did he come to your house? A. He came there January 17th.

Q. Of what year? A. 1898.

Q. Did he board with you at all during that time? A. No, sir.

125 Q. He simply occupied the room? A. He simply occupied a room there.

Q. Did you give him any medical attendance? A. Oh, two or three times he was sick, but I never made any charges for medical attendance.

Q. You did prescribe for him? A. Yes, sir; I prescribed for him.

Q. Did the use of the room and the medical attendance form any part of the \$50 which you paid him, at any time? A. Oh, no, sir. I never charged him anything. He left with his baggage remaining in the room and his overcoat hanging there. He left as a person expecting to return very soon. His satchel was there, but he never has returned. I never have sent him any bill for a room and never made any charge. He simply seemed to be very much out of health and very much disturbed. He said he could not sleep nights, and all this, that, and the other.

Q. And you gave him the use of the room? A. I did.

Cross-examination.

By Mr. O'CONNOR:

Q. Dr. Dexter, you mentioned being interested in the Mora claim, and I see in this memorandum on the back of the assignment which was lost a reference to an interest in the Stewart claim. What sort of a claim was the Stewart claim?

Mr. NEEDHAM: I object to this cross-examination, as it is not proper cross-examination.

A. That has nothing to do with this matter at all. I suppose when Mrs. Dexter wrote it on there it was simply a statement showing when it was found and how it was found and when returned.

126 Q. While you have been a practicing physician, as a matter of fact you have been interested in the way of advancing money or taking assignments on several different claims before the State Department, have you not? A. I have bought some. I bought them in the Mora claim; yes. I believe that is the only claim I have been interested in beside this.

Q. You stated in your direct examination that prior to the time when you finally took an assignment, you had refused to loan him money because you were uncertain whether the claim would be

allowed or not. The first assignment was dated December, 1897.
A. I refused to have anything to do with it; yes.

Q. That was one of the reasons, that you were uncertain whether it would be allowed? Did you become certain at the time you took this assignment? A. Oh, no; I was not certain at all.

Q. But you had a different view of the claim then you had had before, had you not? Your opinion was different as to the chances?
A. I had heard parties say that while he might not get the whole of his claim, he would get something.

Q. Who were those parties, Doctor? A. One gentleman who is a clerk in the State Department. He was from Palmyra, New York. The name I don't remember now.

Q. Who was this Mr. Michael who notified you first of the allowance of the claim? A. He is the chief clerk.

Q. In the State Department? A. Yes, sir; I have known him a good while. I have asked him about a number of things.

127 Q. The assignment made on the 17th of February, as I understand it from both you and Mr. Campbell, was intended to be a substitute for the one dated December 20th, marked Exhibit I? A. The one dated December 20th was supposed to have been lost, and he said he would restore it—make another.

Q. I notice in this one which was lost that it authorizes and requests the Secretary of State to pay \$500, with interest, to you, while the substitute, dated February 17th, is simply an authorization and request to pay \$500 without any interest. What did this interest mean here, if this was not a loan? A. I was not aware it read "with interest." (After examining the paper.) What was your question?

Q. What do these words "with interest," following the \$500, mean if that was not intended as a loan? A. Intended as a loan?

Q. Yes. A. There was no intention of a loan about it.

Q. What do the words "with interest" mean? A. I don't know. I didn't know there was any interest in there. That is a mistake.

Q. Who drew this up? A. Mrs. Dexter. That is her handwriting. That don't draw any interest.

Q. On your direct examination you related quite a long conversation about Campbell telling you his needs, and making the order of this assignment. I did not understand whether that was the conversation that resulted in this agreement dated December 20th or not.

A. It did not. We had two or three conversations before I
128 did anything. That was one of the first interviews that we had. He was giving me his reasons. I told him distinctly that as for taking assignments and loaning money on them, I would not do it.

Q. You have testified that this last clause in the assignment of February 17th, "This is to justify a previous one that has been lost," was written by Mr. Campbell? A. Yes, sir.

Q. Who wrote the body of the assignment—this part above? A. This is his suggestion or his language.

Q. That is his language there (indicating), but who drew this

substituted assignment, aside from that last clause; who wrote it? A. I presume Mrs. Dexter wrote it.

Q. Campbell did not write the rest of this? A. No. He suggested that last clause, that it should take the place of the one that had been lost.

Q. The one that was presented to him to execute did not have anything to show that clause? A. Mrs. Dexter was right there when it was drawn, and the thing was talked over.

Q. You have related a conversation you had with him after the allowance of the claim, after the filing of these assignments. When and where was that? A. I met him once in the State Department.

Q. Where was that you met him when you said, "Now, I suppose there is no objection to filing the assignment," after the allowance of the claim? A. I think it was at my house or in front of my house. I met him in the street several times—frequently.

129 Q. I want to fix the place where you had that particular conversation if I can. A. I had several conversations with him.

Q. But you have related a conversation that I now refer to, and I want to fix the place and time of that if possible. A. State the conversation.

Q. As I recollect it in your testimony, it is the first time you spoke to him about filing the assignments. A. Yes; I met him at the department, either in the hall or else in one of the rooms there, and I said to him, "Now, I suppose everything is all right; I can file these assignments." I hadn't filed them.

Q. Has this assignment dated December 20th, 1897, the first one made by Campbell, ever been filed in the State Department or has any copy of it been filed there? A. I think not. I am not aware about that. I can't say. It was gone eleven months.

JAMES E. DEXTER.

Subscribed and sworn to before me this 26th day of June, A. D. 1899.

JOHN W. HULSE,
Examiner in Chancery.

The further taking of these depositions was thereupon adjourned until further notice.

130

WASHINGTON, D. C.,
MONDAY, *May* 29, 1899—3.30 o'clock p. m.

Met, pursuant to notice, at the office of Charles W. Needham, Esq.

Present on behalf of the complainant, Mr. O'Connor; present on behalf of the defendant, Mr. Needham.

HENRY J. KINTZ, a witness of lawful age, called by and on behalf of the defendant, being duly sworn, testified as follows:

By Mr. NEEDHAM:

Q. State your full name, occupation, and place of residence. A. Henry J. Kintz; occupation, real estate; residence, 906 D street southwest.

Q. Do you know the defendant, Dr. Dexter? If so, how long have you known him? A. I have known Dr. Dexter about twelve or fourteen years, probably longer.

Q. Do you know the complainant, Bernard Campbell? If so, how long have you known him? A. I do know him, and have known him for about a year, probably, or eighteen months.

Q. Did you hear any conversation between the complainant and the defendant regarding the fund in the State Department arising out of the claim of Bernard Campbell against the Republic of Hayti? A. Yes, sir.

Q. When did that conversation take place, and where?
131 A. I was sitting with the Doctor himself, in his parlor; it must have been some time about a year ago—probably some time in June. I think it was after that money was due. I believe the money became due about the first of June, but it did not come. The Doctor and I were sitting in his parlor, and Mr. Campbell came in and took a chair and started to talk to the Doctor.

Q. I will ask you to state the conversation fully, as it occurred. A. He said, "Doctor, we are going to have our money now, soon." The Doctor said, "That's good; is there anything new?" He said, "Yes; I have turned a searchlight on those fellows, and we are going to have our money." Then he went on telling something, but I did not pay very much attention to what it was; but the whole impression was that the Doctor was interested in the money with him.

Mr. O'CONNOR: I move to strike out that part of the answer which gives the impression of the witness as to the effect of the conversation.

By Mr. NEEDHAM:

Q. Was anything more said than what you have stated? A. There was more said, but I do not remember exactly what it was. When they began to talk about their business, I didn't pay so much attention. I picked up a little paper there, and did not pay so much attention, because I saw they were talking about their business, which did not interest me.

Q. When did you say that conversation took place? A. It took place, I think, some time shortly after this money became due.

Q. In what year? A. Last year.

132 Q. 1898? A. Yes, sir.

Q. Did you hear any other conversation between them regarding this matter? A. He talked with the Doctor probably fifteen minutes, but I did not pay any attention; but he came right in and sat down and made this expression, and I could not help but hear it. I heard it very plainly, because it was just the same as if he spoke to all of us, only he said, "Doctor."

Cross-examination.

By Mr. O'CONNOR :

Q. Was anybody else present at that time than the Doctor and yourself and Mr. Campbell? A. I do not think there was anybody else present, unless it was Mrs. Dexter, who was passing in and out of the room.

Q. What time of day was it? A. Well, I think it was in the afternoon, about half past one o'clock. I generally called at the Doctor's early in the morning or else about one o'clock, and I think it was in the afternoon.

HENRY J. KINTZ,
By the Examiner, by Consent.

Subscribed and sworn to before me this — day of —, A. D. 1899.

Examiner in Chancery.

133 WILLIAM H. MICHAEL, a witness of lawful age, called by and on behalf of the defendant, having been duly sworn, testified as follows :

By Mr. NEEDHAM :

Q. State your name, occupation, and place of residence. A. William H. Michael, chief clerk Department of State at the present time; residence, 215 North Capitol street.

Q. Do you know the parties to this suit, Dr. Dexter and Bernard Campbell? A. Yes, sir; I know them both. I know Dr. Dexter quite well and Mr. Campbell not so well.

Q. Do you know of the claim and the prosecution of it through the State Department of Bernard Campbell against the Republic of Hayti? A. I know the claim and the prosecution of it from the time I entered the department, or soon thereafter, two years ago this month.

Q. Do you know of the two assignments made by Bernard Campbell to Dr. Dexter, conveying five hundred dollars each, and the subject-matter of this suit? A. Yes, sir; I know the two assignments.

Q. Did you have any conversation with the complainant, Bernard Campbell, regarding those assignments; if so, when and where? A. I had a conversation with him with regard to the assignments I think in September last, September of 1898.

Q. Where did that conversation take place? A. In front of my residence, 215 North Capitol street.

Q. What was said by Mr. Campbell regarding these assignments? State the conversation as nearly as you can remember it. A. I cannot repeat all of what he said. He said, in answer to my inquiry as to the regularity of the assignments—well, this is not his language, but he said in substance that the assignments were all right; that they were regular and all right.

Q. Had they been recorded in the State Department at that time? A. Yes, sir.

Cross-examination.

By Mr. O'CONNOR :

Q. Was anybody else present than you and Mr. Campbell at this conversation, Mr. Michael? A. No, sir ; not immediately present ; no one heard the conversation.

Q. Did you meet there accidentally? A. No ; the way we came to meet was, I wanted to meet him and sent word to him that I would meet him at Dr. Dexter's. Instead of meeting me there he came to my house. I was sitting in the swing in the front yard.

Q. The purpose was to talk over these assignments? A. The purpose was for me to ascertain from him whether the assignments were regular and good.

Q. Did you know at that time that his protest was on file in the State Department against the recognition of these assignments?

A. I do not know about that. What was the date of that?

— (Handing paper to witness.) These are certified copies.
135 His protest, to which I refer, is accompanied by an affidavit, dated July 18th, 1898. A. I think this conversation was before any protests were filed.

Q. Then there is a reply to the department of Mr. Campbell's letters, dated July 8th, 1898. I will show you those, and ask you if you remember seeing them. A. I think everything was pleasant between him and Dr. Dexter when that conversation was had. I think he was at Dr. Dexter's house. So I may be mistaken about our conversation having occurred in September. I do not recollect having heard of or seen any protest at that time. Mr. Campbell was living at Dr. Dexter's at that time, and it was warm weather and we were using the swing in the front yard when this occurred. It might have been earlier than September. I won't say that it was in September ; but I never had heard of or seen any protest at that time, and did not know that there was any misunderstanding between him and Dr. Dexter at that time.

Q. After you had had this conversation you knew that he had put in an objection? A. That is my impression. Of course they passed through my hands when they were filed. They would come to my desk first ; then they would go to the index room, and if they had come to my desk I would have known about it, and if I had known of a protest or anything of that kind I probably would not have had any conversation with him. So it must be that my conversation with him was before the protests were filed. I did not charge my memory with any dates in regard to the matter.

Q. I suppose your purpose then was to see how to act upon
136 those assignments? A. No ; it had no official connection whatever with the matter. Dr. Dexter had offered to a woman by the name of Quinn, Mrs. Abbie L. Quinn, through me, an assignment of three hundred dollars, which I think was subsequently made for two hundred and fifty dollars, to secure a loan to him, and before I would recommend or act favorably upon the loan I desired to know what the collateral security might be worth. So I sought the interview, and asked Mr. Campbell the question,

and at the time of that conversation there was no protest, I think, on file, or I would have known it, and it would, of course, have ended all of my connection with the assignment.

Redirect examination.

By Mr. NEEDHAM :

Q. Did Campbell understand the purpose for which you were making the inquiry at that time? A. I stated plainly that I had nothing to conceal, nothing to withhold from him. I told him that Dr. Dexter wanted to borrow some money, and had offered Mrs. Quinn, through me, an assignment of a part of Campbell's assignments to Dexter as collateral security, and that I wanted to know from him whether the assignments were regular and all right, so that there would be no trouble about it. At that time he felt kindly toward Dexter, because he said in that conversation that if he got what he ought to have he would reward Dexter richly. There was a great deal of talk, but all I wanted to know from him was whether the assignments were regular and all right, and he said they were.

Q. The assignments for what amount? A. The assignments that he had made to Dr. Dexter.

Q. Aggregating a thousand dollars? A. I do not know that the amount was mentioned, but they were the assignments to Dr. Dexter. He said a great deal.

Q. Was that the Quinn assignment referred to in the pleadings in this case? A. I presume so, because when I reported to Mrs. Quinn that there was liable to be litigation, she immediately sought an opportunity to escape any kind of trouble, and I did the best I could to relieve her. She is an old lady.

Recross-examination.

By Mr. O'CONNOR :

Q. You say that Mr. Campbell spoke of rewarding Dr. Dexter richly if he got what he hoped to get? A. What he thought he ought to have.

Q. Then this conversation was before it was determined what he would get from his claim? A. Yes; I think so. It must have been, because he did not know at that time what he would get.

WM. H. MICHAEL.

Subscribed and sworn to before me this 26th day of June, A. D. 1899.

JOHN W. HULSE,
Examiner in Chancery.

(The further taking of these depositions was thereupon adjourned.)

138

Memorandum.

Defendant's Exhibits A, B, C, D, E, F, & G are to be found in the deposition of Dr. James E. Dexter.

Defendant's Exhibit I to be found in deposition of Dr. James E. Dexter, page 123.

Endorsed as follows:

This assignment was brought to Dr. J. E. Dexter, at 453 C St. N. W., by Judge Alphonso Hart, on the 7th of Dec., 1898, who stated he found it on the floor of his office, under his table.

The paper was missed last January.

The envelope, which was lost, contained this Campbell assignment and an assignment made by Judge Alphonso Hart of his entire interest in the Stewart claim to J. E. Dexter.

The envelope and the Hart assignment have never been returned.

139

DEFENDANT'S EXHIBIT "H."

No. 57.

UNITED STATES OF AMERICA, {
Department of State. }

To all to whom these presents shall come, Greeting:

I certify that the documents hereto annexed are true copies from the files of this department.

In testimony whereof I, William R. Day, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the city of Washington this 26th day of May,
 [SEAL.] A. D. 1898, and of the Independence of the United States
 of America the one hundred and twenty-second.

WILLIAM R. DAY.

140 To the honorable Secretary of State, United States of America:

SIR: I have the honor to transmit to you two assignments made by Bernard Campbell to James E. Dexter. One assignment is for five hundred dollars (\$500), bearing date February 17th, 1898; the second assignment also for (\$500) five hundred dollars, bearing date March 18th, 1898.

These assignments I desire to have filed in the Department of State and copies of the same returned to me.

Yours truly,

JAMES E. DEXTER,

453 C St. N. W., Washington, D. C.

May 19th, 1898.

Know all men by these presents, that I, Bernard Campbell, of the city of Washington, District of Columbia, United States of America, in consideration of one dollar in hand received and other valuable considerations, do hereby assign an interest of five hun-

dred dollars (\$500) in the claim of Bernard Campbell against the government of Hayti, now pending in the Department of State, to James E. Dexter, of the city of Washington, D. C.

Said five hundred dollars to be paid without charges of any nature when the said claim is paid by Hayti and disbursed by the State Department to the United States.

141 The Secretary of State of the United States is hereby authorized and requested to pay said five hundred dollars to the said James E. Dexter or order when the money in payment of said claim is received by the State Department of the United States.

BERNARD CAMPBELL, of 453 C St.

Washington, D. C., March 18th, 1898.

Know all men by these presents, that I, Bernard Campbell, of the city of Washington, District of Columbia, United States of America, in consideration of one dollar in hand received and other valuable considerations, do hereby assign an interest of (\$500) five hundred dollars in the claim of Bernard Campbell against the government of Hayti, now pending in the Department of State, to James E. Dexter, of the city of Washington, D. C. Said five hundred dollars to be paid without charges of any nature when the said claim is paid by Hayti and disbursed by the State Department to the United States.

The Secretary of State of the United States is hereby authorized and requested to pay said five hundred dollars to the said James E. Dexter or order when the money in payment of said claim is received by the State Department of the United States.

This is to justify a previous one that has been lost.

BERNARD CAMPBELL.

453 C St. N. W., Washington, D. C., Feb. 17th, 1898.

142

DEFENDANT'S EXHIBIT "J."

No. 1277.

(Revenue stamp.)

UNITED STATES OF AMERICA, {
Department of State. }

To all to whom these presents shall come, Greeting:

I certify that the documents hereto annexed are true copies from the records and files of this department.

In testimony whereof I, John Hay, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the city of Washington this 15th day of May, A. D. 1899, and of the Independence of the United States of America the one hundred and twenty-third.

[SEAL.]

JOHN HAY.

143 Hon. William R. Day, Secretary of State, Washington, D. C.:

Take notice that there has been presented to the State Department two assignments of the claim of Bernard Campbell vs. Hayti by James E. Dexter, amounting to five hundred dollars.

Deponent, in the annexed affidavit, says that said assignments have been obtained from him by false and fraudulent representations; that the conditions of said assignments have never been executed or carried out. Deponent further says that there is not a good and sufficient consideration in law for said transfer or assignments; that the said assignments were never legally witnessed; that the contents of said assignments have never been read by the said deponent, nor the same known to him.

You are hereby further notified to refuse payment on said assignments until the assignee substantiates the validity of the same according to law in such cases provided.

BERNARD CAMPBELL.

Dated July 18, 1898.

144 STATE OF NEW JERSEY, }
County of Passaic, } ss:

Bernard Campbell, being duly sworn, on his oath says that the matters and things set forth in the foregoing notice are true.

BERNARD CAMPBELL.

Sworn and subscribed before me this 18th day of July, 1898.

JOS. A. DELANEY,
Master in Chancery of New Jersey.

145

DEPARTMENT OF STATE,
WASHINGTON, D. C., July 8, 1898.

Bernard Campbell, Esquire, P. O. box Bo. 57, Little Ferry, Bergen county, New Jersey.

SIR: I have to acknowledge the receipt of your letters of the 29th ultimo, 2nd and 5th instant, protesting against the payment of certain assignments of portions of your claim against Haiti, which have been filed in this department.

In reply I have to say that it is the usage of this department to file all duly executed assignments of claims coming before it.

In your case it has followed its usual practice. The department does not ignore these assignments nor does it adjudicate disputes arising out of such assignments. All such controversies are relegated to the courts, whose determinations are respected by the department in the payment of such claims to those legally entitled.

If you have any objections, in law or fact, to the payment of the assignments of portions of your claim you will be expected to submit the same to the department at once, and no payment will be made by the department until the matter of these assignments is cleared up by agreement between the parties or by the judgment of the court. Nor will any payments be made until the proper

vouchers are executed and filed with the department and receipt acknowledged of any payment made.

Respectfully yours,

WILLIAM R. DAY.

146

Additional Deposition for Defendant.

Filed December 16, 1899.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL	}	In Equity. No. 19739.
vs.		
JAMES E. DEXTER.		

WASHINGTON, D. C.,

TUESDAY, *December* 12, 1899—3.30 o'clock p. m.

Met, pursuant to agreement, at the office of Charles W. Needham, Esq., Washington, D. C.

Present on behalf of the complainant, Mr. Chapin Brown and Mr. L. A. Bailey; present on behalf of the defendant, Mr. Charles W. Needham.

GEORGE C. ELLISON, a witness of lawful age, called by and on behalf of the defendant, having been first duly sworn, is examined—

By Mr. NEEDHAM:

Q. State your name, occupation, and place of residence. A. George C. Ellison; 330 Indiana avenue, at present. I have just gone there. I have been secretary, for the last four years, for Congressman John Murray Mitchell, up to the convening of the present Congress.

Q. Do you know the complainant and defendant in this case, Mr. Campbell and Dr. Dexter? A. I do; yes, sir.

Q. How long have you known them, respectively? A. I have lived in the Doctor's house six years, up to within a month
147 or six weeks; that, of course, would cover the period that this gentleman stayed there.

Q. When did you first know Mr. Campbell? A. That was between the time that he first came there and his going away.

Q. When he came where? A. When he came to take a room at the Doctor's residence.

Q. He roomed there, and you roomed there at the same time? A. Yes, sir.

Q. For how long? A. I think perhaps he was there for over a year.

Q. Did you have any conversation with Mr. Campbell about his claim against the Republic of Hayti? A. Yes, sir; two or three little chats.

Q. In the first conversation, did he mention an assignment of any portion of it to Dr. Dexter? A. He said that the Doctor had a claim on it for a thousand dollars on what he was to get—that is,

he had a thousand-dollar claim on what he expected to get from the Haytian government.

Q. Did he state how that claim was represented? A. It was for money advanced, I take it. No; I won't go into it, because I only know that he made that statement that the Doctor had a claim on it (that is, a portion of it) of a thousand dollars; that is about all.

Q. Did he say how that was evidenced? A. No; I do not think so—that is, not in detail.

Q. In the subsequent conversation, was there anything further said about this assignment to Dr. Dexter? A. If there was, it was a repetition of about what had been said.

148 Q. Do you remember the allowance of the claim? A. That is when he got it?

Q. Yes. A. I could not tell just when it was.

Q. Did you have any conversation with him about that time? A. I think I first heard through the Doctor that the claim had been allowed.

Q. Did you then have a conversation with Mr. Campbell about it? A. That was the time that I had the talk with him about it.

Q. What did he say about it then? A. Well, that he was about getting it, and that he had something to pay out of it, and I asked then how much, and he said he owed the Doctor a thousand dollars out of it—that he owed the Doctor a thousand dollars of it.

Q. Was there anything further said about the matter that you recollect? A. I think nothing that bore upon that—anything more than hard luck, and so forth. I had a claim myself and another party had a claim, and as we passed each other we used to say, "Well, how is yours getting along?" and "How is yours getting along?" and so on. But that does not bear especially upon this matter.

Q. A kind of fellow-feeling? A. A kind of fellow-feeling—yes.

149 Cross-examination.

By Mr. BROWN:

Q. Did this conversation you had with Mr. Campbell take place after you had had your conversation with Dr. Dexter, in which he told you that the claim had been allowed? A. You are making reference there to only one conversation. There were several conversations—two or three conversations—on that subject of his getting his claim. But I spoke to him after the Doctor had told me that they were about getting it; I do not know what day or what week, because you never know, there are so many methods of prolonging a thing like that.

Q. What do you mean by "about getting it"? Do you mean by that that it had been allowed? A. That it had been allowed, and was ready for him to get it.

Q. Did this conversation, in which you say Mr. Campbell said that Dr. Dexter had an assignment of a thousand dollars, take place before or after that conversation with Dr. Dexter—that is, before or

after you were informed that the claim was allowed? A. It took place after—no, before; before.

Q. You say before. How long before? A. Oh, I should think two or three weeks.

Q. Did you have a chance to observe very closely Mr. Campbell while he was there and his actions? If so, did you observe the kind of man that he was—I mean in reference to his manner of acting, eccentricities, or anything of that kind? Did you
150 have a chance to observe him closely? A. Ordinarily well, considering the length of talks we had; yes.

Q. Did you observe any eccentricities on his part? A. Well, I concluded that he was very secretive and very quiet, and kept himself very much to himself. That would be about all.

Q. Could you judge whether he was a man accustomed to attending to business or otherwise? A. I should think he was wide awake enough to attend to any business he had to attend to.

Q. You would from your conversations with him? A. Yes; certainly.

Q. How did you happen to meet Mr. Campbell? A. I met him a good many times, just casually, going through the house.

Q. Were you ever introduced to him? A. No, sir.

Q. Who started this conversation, you or he? A. I guess I did.

Q. Did you know how much money was paid by Dr. Dexter to Mr. Campbell? A. No; I cannot say that I do.

Q. Did you know that there was less than a thousand dollars paid to him? A. I did not know; no, sir. I do not know it. I suppose naturally that would be the case.

Q. Did you know that a thousand dollars was paid to him? A. I did not understand that.

Q. Do you know whether the thousand dollars that he had an assignment for was paid by the Doctor to Mr. Campbell?
151 A. No; I do not know that.

Q. And you do not know how much was paid him? A. I do not know how much.

Q. But it is your impression that there was not a thousand dollars paid? A. Well, if you ask me my impression, I would not give very much for anybody's opinion.

Q. I am simply asking you for your impression from the facts that you had. A. I suppose it was very much less than a thousand dollars, if I should suppose anything about it, because I tried to secure loans myself on almost similar claims, and I can't get anybody to touch mine. I have had ten unanimous reports from Congress on a claim of my own, and I would like somebody to make me a very small offer on it and let me go away. I have got tired. Now, you can imagine how I feel. And the same feeling existed with the man Stewart, who was in the same house with us, who had a claim pending in one of the departments. They were all batched together. I knew very much of Stewart, because I used to go and sit in his room. But that does not bear on this matter here.

Q. How long did you say you had known Mr. Campbell? A. During that period that he was there, covering probably four or

five or six months. He was there, perhaps, over a year; I think more than a year.

Q. You were there all the time? A. I was there all that time. He had a room directly over mine; in fact, I could hear him walking about in his room a part of the time. He had a room right on the lower floor with mine, at the extreme end, where I practically had to pass his door to go to the bath-room.

152 Q. You were never introduced to him, and you opened this conversation with him yourself? A. Yes, sir.

Q. How are you and Dr. Dexter—pretty good friends? A. Well, I don't know. You will have to ask the Doctor. He did not like the idea of my going away. I thought he was very much disgruntled because I did not let him know in time, so he could rent the room. Oh, I guess our relations were pleasant; yes. He is an army man, just as I am, and I think he is a fair gentleman.

Redirect examination.

By Mr. NEEDHAM:

Q. You say you had known him while he was "there." You mean at Dr. Dexter's house? A. Yes, sir; Dr. Dexter's house. I never saw him before that and never saw him after he disappeared so mysteriously, from that time until now.

GEORGE C. ELLISON,

By the Examiner, by Consent.

Subscribed and sworn to before me this — day of —, A. D.

_____,
Examiner in Chancery.

(The testimony on behalf of the defendant was thereupon announced closed.)

153 *Decree Declaring Certain Assignments Valid, &c.*

Filed January 11, 1900.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant,	}	Equity. No. 19739.
<i>vs.</i>		
JAMES E. DEXTER, Respondent.		

JAMES E. DEXTER	}	Cross-bill.
<i>vs.</i>		
BERNARD CAMPBELL.		

This cause came on to be heard at this term and was argued by counsel, and thereupon, upon consideration thereof, it is this 11th day of January, 1900, ordered, adjudged, and decreed as follows, viz: That a certain assignment dated December 20, 1897, executed

by the complainant, Bernard Campbell, assigning to James E. Dexter, defendant in the original bill, five hundred dollars in the claim of Bernard Campbell against the government of Hayti and directing the Secretary of State of the United States to pay said five hundred dollars to James E. Dexter or order when the money in payment of said claim is received by the State Department of the United States, and for which a duplicate assignment was made, dated February 17, 1898, and another certain assignment, bearing date March 18, 1898, executed by said Bernard Campbell, complainant, conveying to the said James E. Dexter an additional five hundred dollars in the said claim of Campbell against the Republic of Hayti, and requesting the Secretary of State of the United States

154 to pay said five hundred dollars to said James E. Dexter or order when the money in payment of said claim is received by the State Department, which said assignment dated March 18th, 1898, and duplicate assignment dated February 17th, 1898, were filed with the Secretary of State on or about the 19th day of May, 1898, are and each of said assignments is a good and valid equitable assignment, conveying to the said James E. Dexter the sums of money therein described, and the said James E. Dexter is entitled to have and receive from the Secretary of State of the United States the full sum of one thousand dollars out of said fund received from the Republic of Hayti and now held by the said Secretary of State awaiting the decree of this court.

It is further ordered, adjudged, and decreed that said Bernard Campbell be restrained, and he is hereby perpetually enjoined, from receiving any part of said sum of one thousand dollars of said fund received from the Republic of Hayti and now held by said Secretary of State, or in any way interfering with the payment of said sum of one thousand dollars to the said James E. Dexter, as herein decreed, and the receipt of said James E. Dexter to the Secretary of State for said one thousand dollars shall fully discharge and release the United States and the said Secretary of State of the United States from any and all further claim or demand whatsoever of the said Bernard Campbell or his legal representatives to said one thousand dollars or any part thereof.

It is further ordered, adjudged, and decreed that the said Bernard Campbell, complainant, pay the costs of this suit.

JOB BARNARD, *Justice.*

155

Appeal, &c.

Filed January 11, 1900.

In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL, Complainant,	}	Equity. No. 19739.
<i>vs.</i>		
JAMES E. DEXTER, Respondent.		

JAMES E. DEXTER	}	Cross-bill.
<i>vs.</i>		
BERNARD CAMPBELL.		

The complainant, Bernard Campbell, by his counsel, now here, in open court, prays an appeal to the Court of Appeals of the District of Columbia from the decree signed this date herein, and said appeal is by the court this 11th day of January, 1900, allowed upon the filing by said complainant in the clerk's office of this court of a bond in the sum of one hundred dollars (\$100), with surety or sureties to be approved by one of the justices of this court, conditioned for the successful prosecution of said appeal, and this allowance of said appeal shall operate as a stay and supersedeas of and upon said decree for the period of twenty days, Sundays excluded, after the date of this decree.

JOB BARNARD, *Justice.**Memorandum.*

Jan'y 13, 1900.—Appeal bond filed.

156 In the Supreme Court of the District of Columbia.

BERNARD CAMPBELL	}	Original Bill.	}	No. 19739. In Equity.
<i>vs.</i>				
JAMES E. DEXTER ET AL.				
JAMES E. DEXTER	}	Cross-bill.		
<i>vs.</i>				
BERNARD CAMPBELL.				

The President of the United States to James E. Dexter, Greeting:

You are hereby cited and admonished to be and appear at a Court of Appeals of the District of Columbia, upon the docketing the cause therein under and as directed by the rules of said court, pursuant to an appeal allowed in the supreme court of the District of Columbia on the 11th day of January, 1900, wherein Bernard Campbell is appellant and you are appellee, to show cause, if any there be, why the decree rendered against the said appellant should not be corrected and why speedy justice should not be done to the parties in that behalf.

Seal Supreme Court of the District of Columbia.

Witness the Honorable Edward F. Bingham, chief justice of the supreme court of the District of Columbia, this 13th day of January, in the year of our Lord one thousand nine hundred (1900).

JOHN R. YOUNG, *Clerk.*

Service of the above citation accepted this 16th day of January, 1900.

CHAS. W. NEEDHAM,
Attorney for Appellee.

157

Order for Transcript, &c.

Filed January 13, 1900.

In the Supreme Court of the District of Columbia, the 13th Day of January, 1900.

BERNARD CAMPBELL	}	In Original Bill.	}	Equity. No. 19739.
vs.				
JAMES E. DEXTER.				
JAMES E. DEXTER	}	In Cross-bill.		
vs.				
BERNARD CAMPBELL.				

The clerk of said court will prepare transcript of record for Court of Appeals in the following order, viz :

Original bill, amendment to same.

Answer to same and amended answer to same and replication.

Cross-bill, answer to same, and replication.

Order dismissing bill as to Quinn.

Depositions.

Final decree.

Order allowing appeal.

Appeal bond.

Please issue also citation on appeal.

LORENZO A. BAILEY,
Of Counsel for Bernard Campbell, Appellant.

158

Supreme Court of the District of Columbia.

UNITED STATES OF AMERICA, } ss :
District of Columbia,

I, John R. Young, clerk of the supreme court of the District of Columbia, hereby certify the above and foregoing pages, numbered from 1 to 157, inclusive, to be a true and correct transcript of the record (as per directions of counsel for the appellant filed on the 13th day of January, 1900, and made a part hereof) in cause No. 19739, equity, wherein Bernard Campbell is complainant and James E. Dexter

et al. are defendants, as the same remain upon the files and of record in said court.

In testimony whereof I hereunto subscribe
Seal Supreme Court my name and affix the seal of said court, at
of the District of the city of Washington, in said District, this
Columbia. 25th day of January, A. D. 1900.

JOHN R. YOUNG, *Clerk.*

Endorsed on cover: District of Columbia supreme court. No. 966. Bernard Campbell, appellant, *vs.* James E. Dexter. Court of Appeals, District of Columbia. Filed Jan. 31, 1900. Robert Willett, clerk.